

PERMIT FOR OPERATION OF A KITE BOARDING CONCESSION

34449

THIS PERMIT is made and entered, in duplicate, as of March 17, 2016, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on March 1, 2016, by and between the CITY OF LONG BEACH, a municipal corporation ("City") and SOCAL KITESURFING LLC, a California limited liability company, whose address is 15518 Sonora Street, Tustin, California 92782 ("Permittee"), to operate a kite boarding concession as follows:

1. PREMISES. Permittee shall at its sole cost and expense provide, operate, and maintain a kiteboarding and stand-up paddleboarding concession, which includes instruction/lessons and kiteboarding equipment rentals. Pursuant to the Coastal Permit, Permittee shall not be allowed to sell kiteboarding equipment or sundry items, nor shall they be allowed to erect any permanent structures on the beach. The permitted premises is illustrated on Attachment "A". Operation of the concession is subject to the special conditions listed in Section 6.

2. TERM. The term of this Permit shall commence on March 1, 2016, and shall terminate on September 1, 2017 unless revoked prior to said termination as provided herein. The Permittee may extend the term through September 30, 2021, subject to the prior approval of the California Coastal Commission, and at the discretion of the City Manager or his designee.

3. PAYMENT BY PERMITTEE TO CITY.

A. On or before October 1, 2016, and every October 1st hereafter throughout the term of the Permit or any extension thereof, Permittee shall pay to the City of Long Beach, Department of Parks, Recreation & Marine ("Department") an annual fee of Three Thousand Dollars (\$3,000.00).

B. Permittee shall, within twenty (20) days following the expiration or sooner termination or revocation of this Permit, pay to the Department any and all sums due to the Department.

1 4. **SAFETY AND EQUIPMENT.** Permittee must provide all safety
2 equipment determined to be necessary. Permittee shall meet annually with the City's Chief
3 Lifeguard or his designee to review emergency water safety requirements for the
4 Permittee's operation, said Lifeguard being authorized to determine any necessary safety
5 equipment, and the circumstances attaching to its requirement or use.

6 5. **RELEASE AND WAIVER FORMS.** Permittee is required to have
7 customers complete and sign a waiver form before participating in lessons or renting
8 equipment. Permittee must disclose that kite surfing or paddleboarding in the ocean is a
9 hazardous recreational activity, and that kiteboarding activity may not be covered by the
10 participant's life insurance policy since it is considered an extreme sport. For customers
11 who are minors, the waiver form must include a section wherein the minor's parent or
12 guardian is granting permission for the minor to participate and authorizing the waiver.
13 Permittee shall use the individual and parental consent waiver form(s) approved by the
14 City's Risk Manager, attached as Attachment "E" and "F".

15 6. **SPECIAL CONDITIONS.**

16 A. Permittee shall operate in accord with the International
17 Kiteboarding Organization (IKO) Minimum Kitesurfing School Requirements shown
18 on Attachment "B".

19 B. One (1) IKO certified Instructor Level 2 shall be managing
20 school operations at all times. Documentation identifying the qualified instructor(s)
21 managing the school and documenting the instructor(s) certification shall be
22 submitted to the Department of Parks, Recreation and Marine, Contract
23 Management, 2760 N. Studebaker Road, Long Beach, CA 90815 on an annual
24 basis no later than July 1st of each permit year.

25 C. Permittee must operate in accordance with the City of Long
26 Beach Kitesurfing Guidelines shown on Attachment "C".

27 D. Permittee must be familiar with and operate in accordance with
28 all standard and special conditions contained in the California Coastal Commission

1 Permit Number 5-14-0017 dated December 14, 2015, and as amended in
2 Addendum dated July 6, 2015 shown on Attachment "D".

3 E. Lessons must be conducted with strict regard for the safety of
4 the general public and a student to instructor ratio of no more than three (3) students
5 per instructor.

6 F. Instructors must wear clothing making them readily identifiable
7 as professional instructors and employees of Permittee. The manner in which this
8 shall be accomplished is subject to the approval of the Director of Parks, Recreation
9 and Marine or his/her designee.

10 G. Sales of equipment and sundry items is strictly forbidden and
11 may be cause for default.

12 H. Operators' vehicles must be parked in a public lot during
13 operating hours. Such vehicles cannot park in the beach lots overnight.

14 I. One vehicle per operator is allowed to park on the launch ramp
15 for the sole purpose of loading and unloading equipment needed for the set-up and
16 take-down of the pre-assigned base of operations.

17 J. Amplified speech or music is prohibited.

18 7. INDEMNIFICATION. Permittee shall defend, indemnify, and hold
19 harmless the City of Long Beach, its boards, and their officials, employees, and agents
20 (City) from and against any and all demands, claims, causes of action, liability, loss, liens,
21 damage, costs, and expenses (including attorney's fees) arising from or in any way
22 connected or alleged to be connected with permittee's performance of the permit or the
23 work under or related to the permit, and from any act or omission, willful misconduct, or
24 negligence (active or passive) by or alleged to be by Permittee, its employees, agents, or
25 contractors, either as a sole or contributory cause, sustained by any person or entity
26 (including employees or representatives of City or Permittee). The foregoing shall not apply
27 to claims or causes of action caused by the sole negligence or willful misconduct of the
28 City, its boards, or their officials, employees, or agents.

1 8. INSURANCE. Concurrent with the execution of this Permit, Permittee
2 shall procure and maintain, at Permittee's cost, during the term of this Permit and any
3 extension hereof from an insurer admitted in California or having a minimum rating of or
4 equivalent to A:VIII in Best's Insurance Guide:

5 (a) Commercial general liability insurance equivalent in scope to ISO form
6 CG 00 01 11 85 or CG 00 01 10 93 in an amount not less than One Million Dollars
7 (\$1,000,000.00) for each occurrence or Two Million Dollars (\$2,000,000.00) general
8 aggregate. Such coverage shall include but not be limited to broad form contractual
9 coverage, cross liability, and products and completed operations. Coverage for
10 abuse and molestation and for the Permittee's kiteboarding or paddleboarding
11 operations shall not be excluded. City, its officials, boards, commissions,
12 employees, and agents shall be named as additional insureds by endorsement on
13 an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11
14 85 and this insurance shall contain no special limitations on the scope of protection
15 given to the City, its officials, boards, commissions, employees and agents.

16 (b) Workers' Compensation insurance as required by the California Labor
17 Code.

18 (c) "All Risk" property insurance in an amount sufficient to cover the full
19 replacement value of Permittee's personal property, improvements and equipment
20 at the Facilities.

21 (d) Accident insurance of Twenty-Five Thousand Dollars (\$25,000.00) for
22 medical expense benefit, Ten Thousand Dollars (\$10,000.00) for accidental death
23 and dismemberment and a deductible of Two Thousand Five Hundred Dollars
24 (\$2,500.00).

25 Any self-insurance program, self-insured retention, or deductible must be
26 separately approved in writing by City's Risk Manager or designee and shall protect City,
27 its officials, boards, commissions, employees and agents in the same manner and to the
28 same extent as they would have been protected had the policy or policies not contained

1 retention or deductible provisions. Each insurance policy shall be endorsed to state that
2 coverage shall not be reduced, non-renewed, or canceled except after thirty (30) days prior
3 written notice to City, and shall be primary and not contributing to any other insurance or
4 self-insurance maintained by City. Coverage for abuse and molestation and for the
5 Permittee's kiteboarding or paddleboarding operations shall not be excluded. Permittee
6 shall notify the City in writing within five (5) days after any insurance required herein has
7 been voided by the insurer or cancelled by the insured.

8 Prior to commencement of this Permit, Permittee shall deliver to City
9 certificates of insurance and required endorsements for approval as to sufficiency and
10 form. The certificates and endorsements for each insurance policy shall contain the
11 original signature of a person authorized by that insurer to bind coverage on its behalf. In
12 addition, Permittee shall within thirty (30) days prior to expiration of the insurance furnish
13 to City certificates of insurance and endorsements evidencing renewal of such insurance.
14 City reserves the right to require complete certified copies of all policies of Permittee, at
15 any time. Permittee shall make available to City's Risk Manager or designee all books,
16 records, and other information relating to the insurance coverage required herein, during
17 normal business hours.

18 Any modification or waiver of the insurance requirements herein shall only be
19 made with the approval of City's Risk Manager or designee. Not more frequently than once
20 a year, the City's Risk Manager or designee may require that Permittee change the
21 amount, scope or types of coverages required herein if, in his or her sole opinion, the
22 amount, scope or types of coverages are not adequate.

23 The procuring or existence of insurance shall not be construed or deemed as
24 a limitation on Permittee's liability or as full performance on Permittee's part of the
25 indemnification provisions of this Permit.

26 9. ASSUMPTION OF RISK. By acceptance of this Permit, Permittee
27 acknowledges and agrees (i) that the site may be subject to hazards from flooding, sea
28 level rise, erosion and wave uprush; (ii) to assume the risks to Permittee and the property

1 that is the subject of this Permit of injury and damage from such hazards in connection with
2 this permitted development; (iii) to unconditionally waive any claim of damage or liability
3 against the California Coastal Commission, its officers, agents and employees, the City, its
4 officers, agents, and employees for injury or damage from such hazards; and (iv) to
5 indemnify and hold harmless the California Coastal Commission and the City, its officers,
6 agents, and employees with respect to the Commission's approval of Permit No. 5-14-007
7 against any and all liability, claims, demands, damages, costs (including costs and fees
8 incurred in defense of such claims), expenses, and amounts paid in settlement arising from
9 any injury or damage due to such hazards.

10 10. LICENSES, PERMITS AND TAXES. Permittee shall obtain and pay
11 for all licenses and permits required for operation of the concession. In addition, Permittee
12 shall pay all taxes levied, including any possessory interest taxes.

13 11. TRANSFER OR ASSIGNMENT. This permit only grants Permittee
14 the privilege to operate the concession. Permittee by this Permit acquires hereunder no
15 right, title, or interest of any kind in the concession or the property on which the concession
16 is located. Permittee shall not sublet the concession or the property on which the
17 concession is located, or any part thereof, or allow the same to be used or occupied by any
18 other person or for any other purpose than that herein specified, nor assign this Permit or
19 in any manner convey or transfer any privilege herein granted. This Permit shall not be
20 transferred by attachment, execution, proceedings, insolvency or bankruptcy, either
21 voluntary or involuntary, or receivership proceedings (collectively "transfer"). In the event
22 of such subletting, assignment, or transfer, said act or acts shall be null and void and have
23 no force or effect and the City may revoke this Permit.

24 12. STANDARDS OF SERVICE.

25 A. Permittee shall conduct business in a manner acceptable to the
26 City and shall have a sufficient number of employees necessary to furnish the best
27 service possible. All personnel used in serving the public shall be clean, neat and
28 orderly in appearance, and shall be uniformed and identified in a manner acceptable

1 to the Department Director.

2 B. The Department Director shall have the right to approve the
3 level of service rendered and to order such service improved, discontinued or
4 remedied. If the quality of service or equipment supplied or the cleanliness of the
5 concession is not at a level satisfactory to the Department Director or does not
6 adequately meet the needs of the public, or if the Permittee violates any of the terms
7 or conditions of this Permit, then the Department Director shall have the right to
8 revoke this Permit by giving prior notice of revocation to Permittee.

9 13. ATTENTION. Permittee shall devote time and attention to the
10 concession and shall promote, increase and develop the concession and render every
11 possible service and convenience to the public or shall appoint a manager to do so who
12 shall remain subject to the direction and control of Permittee. Any manager appointed by
13 Permittee shall have full authority to the concession and Permittee shall encourage his
14 manager to utilize sound business methods.

15 14. CONTROL OF PREMISES. If necessary for the health, welfare or
16 safety of the public, or as a result of the revocation of this Permit, the City shall have the
17 right to enter the concession and immediately take possession of it and remove, relocate,
18 or use Permittee's items at permittee's full cost and expense until arrangements can be
19 made by the City for other items to replace those of Permittee.

20 15. LAWS AND ORDINANCES. Permittee shall comply with all applicable
21 municipal, state and federal laws, rules, regulations, and ordinances and the directives or
22 instructions of the Department Director relating to the concession. Failure to do so may
23 result in the immediate revocation of this Permit. Permittee shall obtain and display, as
24 required, all other permits or licenses, including but not limited to those from the City's
25 Department of Health and Human Services, and business licenses.

26 16. CONDUCT. Permittee shall at all times conduct the concession in a
27 quiet and orderly manner to the satisfaction of the Department Director, and in a manner
28 that will not create a nuisance. Permittee shall maintain the concession area in a clean

1 condition and leave no trash behind. Permittee shall not provide services to intoxicated
2 persons, nor allow profane or indecent language, or boisterous or loud conduct in or about
3 the concession, and shall call upon the aid of peace officers to assist in maintaining
4 peaceful conditions.

5 17. BURGLARY, THEFT, FIRE AND VANDALISM. Permittee may, at the
6 discretion of the Department Director, be held responsible for any damage or loss which
7 may occur to the premises, equipment, merchandise or receipts, because of Permittee's
8 failure to properly take precautions to secure and protect said premises, equipment,
9 merchandise and receipts including, but not limited to, damage or loss resulting from
10 burglary, fire, theft or vandalism.

11 18. PRICES. All prices charged at the rental concession shall be subject
12 to the prior written approval of the Department Director. The Permittee is required to submit
13 to the Department Director all prices for equipment rental at the premises before
14 commencement of business and before March 1 of each year of the term or any extension.
15 The standards used to approve or disapprove prices shall be the prevailing market price
16 for the same service or grade of merchandise.

17 19. EXCLUSIVITY. City may grant other permits for operation of same or
18 similar services. No exclusivity is granted.

19 20. INSPECTION. The City, through its employees or independent
20 contractors, shall have the right to enter the concession at all reasonable times, to inspect
21 and observe Permittee's operations. During these inspections, the City shall have the right
22 to use photographic devices and other instruments for recording conditions and events at
23 the concession.

24 21. SIGNS AND ADVERTISEMENTS. Any signs, advertisements or
25 promotional material provided by Permittee shall have the prior approval of the Department
26 Director. The City shall have the right to require removal or order refurbishment of any
27 sign or advertisement previously approved. Permittee shall not permit vendors to display
28 wares inside or outside the concession or on the property where the concession is located

1 without the prior approval of the Department Director. Permittee shall also prominently
2 display any signs provided by the City in a location determined by the Department Director.
3 The repair, maintenance and replacement of signs provided by the City shall be the City's
4 responsibility.

5 22. NONDISCRIMINATION.

6 A. Subject to applicable laws and regulations, Permittee and
7 Permittee's employees shall not discriminate on the basis of race, religion, national
8 origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status,
9 handicap, or disability status in the operation of the concession. Permittee or
10 Permittee's employees shall not publicize the concession in any manner that would
11 reflect upon or question the acceptability of the patronage of any person on any
12 basis stated above. However, for safety reasons, Permittee shall refuse service to
13 individuals who appear intoxicated.

14 B. In the performance of this Permit, Permittee shall not
15 discriminate against any employee or applicant for employment and Permittee shall
16 take affirmative action to ensure that applicants are employed and that employees
17 are treated without discrimination. Such action shall include but not be limited to
18 the following: employment, upgrading, demotion, or transfer; recruitment or
19 recruitment advertising; layoff or termination; rates of pay or other forms of
20 compensation; and selection for training, including apparent apprenticeship.

21 23. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT.

22 Permittee agrees that Compliance with the Americans with Disabilities Act of 1990 ("ADA")
23 shall be their sole responsibility and shall defend, indemnify and hold harmless City for any
24 liability arising from failure to comply therewith.

25 24. HEALTH AND SAFETY.

26 Permittee shall correct safety deficiencies
27 and violations of safety practices immediately and shall cooperate fully with the City in the
28 investigation of accidents occurring at or near the concession. In the event of injury to a
customer, Permittee shall ensure that the injured person receives prompt and qualified

1 medical attention. If Permittee fails to correct hazardous conditions which have led or, in
2 the opinion of the Department Director could lead to injury, the Department Director may
3 immediately revoke this Permit.

4 25. USE OF AREA. Permittee, in the conduct of the concession, shall not
5 in any manner whatsoever interfere with regular use of the beach for its intended purpose,
6 i.e., the enjoyment thereof by the public.

7 26. APPROVAL. Any approval, consent, or permission to be obtained by
8 Permittee from the City or the Department Director shall be in writing and Permittee's failure
9 to obtain same shall not relieve Permittee or Permittee's obligations to faithfully perform
10 the provisions of this Permit. Permittee shall immediately comply with any written request
11 or order submitted to Permittee by the Department Director or the City.

12 27. DEFAULT.

13 A. If Permittee fails, neglects or refuses to improve or change the
14 service rendered or to conform to the rules, regulations, directions or instructions
15 from the City, or the Department Director, or fails, neglects or refuses to pay any
16 Permit fee or any part thereof after the same shall become due, or defaults in the
17 performance of any of the other provision herein, and said failure, neglect, refusal,
18 or default continues for a period of thirty (30) days after notice thereof to Permittee,
19 then the City may immediately revoke this Permit and enter and take possession of
20 the concession at Permittee's cost and expense. Revocation of this Permit shall not
21 impair any other right or remedy of the City.

22 B. The occurrence of any of the following shall constitute a default
23 by the Permittee:

24 i. Failure to pay the required annual fee when due, if the
25 failure continues for five (5) days after written notice has been given to the
26 Permittee.

27 ii. Except for provisions of paragraph 24, Health and
28 Safety, failure to perform any of the provisions of this Permit if the failure to

1 perform is not cured within thirty (30) days after written notice has been given
2 to Permittee. If the default cannot be reasonably cured within thirty (30) days,
3 Permittee shall not be in default if Permittee begins to cure within the thirty
4 (30) day period and diligently and in good faith continues to cure the default.

5 C. Notices given under this paragraph shall specify the alleged
6 default and the applicable permit provisions, and shall demand that Permittee
7 perform the provisions of this Permit or pay the percentage payment that is in
8 arrears, as the case may be, within the applicable period of time, or quit the
9 premises. No such notice shall be deemed a forfeiture or a termination of this Permit
10 unless City so elects in the notice.

11 28. NO WAIVER. The acceptance of all or part of any Permit fee by the
12 City after the failure, neglect, refusal, or default of Permittee shall not be deemed a waiver
13 of any provision of this Permit or any right to indemnity or to any right to revoke this Permit.
14 Any waiver by the City of the failure, neglect, refusal, or default of Permittee shall be in
15 writing and shall not constitute a waiver of any other or subsequent failure, neglect, refusal,
16 or default.

17 29. RESTORATION OF CONCESSION. Upon the expiration or sooner
18 revocation of this Permit, Permittee shall have the right to remove items described in
19 Section 5 hereof from the concession and shall have thirty (30) days from notice from the
20 Department Director to make such removal and to restore the concession to the condition
21 existing at the time Permittee's use thereof commenced, to the satisfaction of the City. If
22 said items are not removed within that period, they shall become the property of the City
23 or, at the option of the City, they may be removed and restoration will be performed. City
24 may charge Permittee for the labor and materials required to perform the work plus any
25 overhead costs.

26 30. REVOCATION. Notwithstanding anything herein to the contrary and
27 except for provisions allowing immediate revocation, this Permit may be revoked by the
28 City for any reason whatsoever on thirty (30) days' prior notice of such revocation to

1 Permittee.

2 31. SPECIAL EVENTS. Permittee must receive written authorization from
3 the Department Director for special events. A written request for authorization must be
4 received no later than two (2) weeks before the event. All appropriate fees are applicable.
5 Approval of the request is subject to receipt of the written request. Subagreements are
6 also subject to the conditions noted.

7 32. HOLDING OVER. In the event Permittee shall continue in possession
8 of the premises after the expiration of the permit term, such possession shall not be
9 considered a renewal of this Permit.

10 33. PARTIAL TAKING. If a portion of the premises or other improvements
11 shall be taken for any public or quasi-public use, and the remaining portion of the premises
12 and improvements can be restored by Permittee to an economically operable facility of
13 comparable kind and quality to the facility existing prior to the taking, then this permit shall
14 not be affected and Permittee shall retain the remaining portion or portions of the premises.

15 34. CONFLICTS. This Permit and attachments to this Permit shall be read
16 together as one Permit, however, if there is a conflicting provision in any attachment, the
17 provisions of this Permit shall prevail.

18 35. CALIFORNIA LAW. This Permit shall be construed and interpreted in
19 accordance with the laws of the State of California.

20 36. NOTICES. All notices shall be in writing or personally served or
21 deposited in the U.S. Postal Service, first class, postage prepaid, to Permittee at 19447
22 Surf Drive, Huntington Beach, California, 92648 and the City at 2760 Studebaker Road,
23 Long Beach, California 90815-1697, Attention: Department Director. Notice of change of
24 address shall be given in the same manner as stated for other notices. Notices shall be
25 deemed given on the date deposited in the mail or on the date personal service is obtained,
26 whichever first occurs.

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Accepted this _____ day of _____, 2016.

SOCAL KITESURFING LLC, a California
limited liability company

Aug 1, 2016

By [Signature]
Name BURT MILLER
Title MANAGING MEMBER

_____, 2016

By _____
Name _____
Title _____

"Permittee"

CITY OF LONG BEACH, a municipal
corporation

Nov. 14, 2016

By [Signature]
City Manager
Assistant City Manager

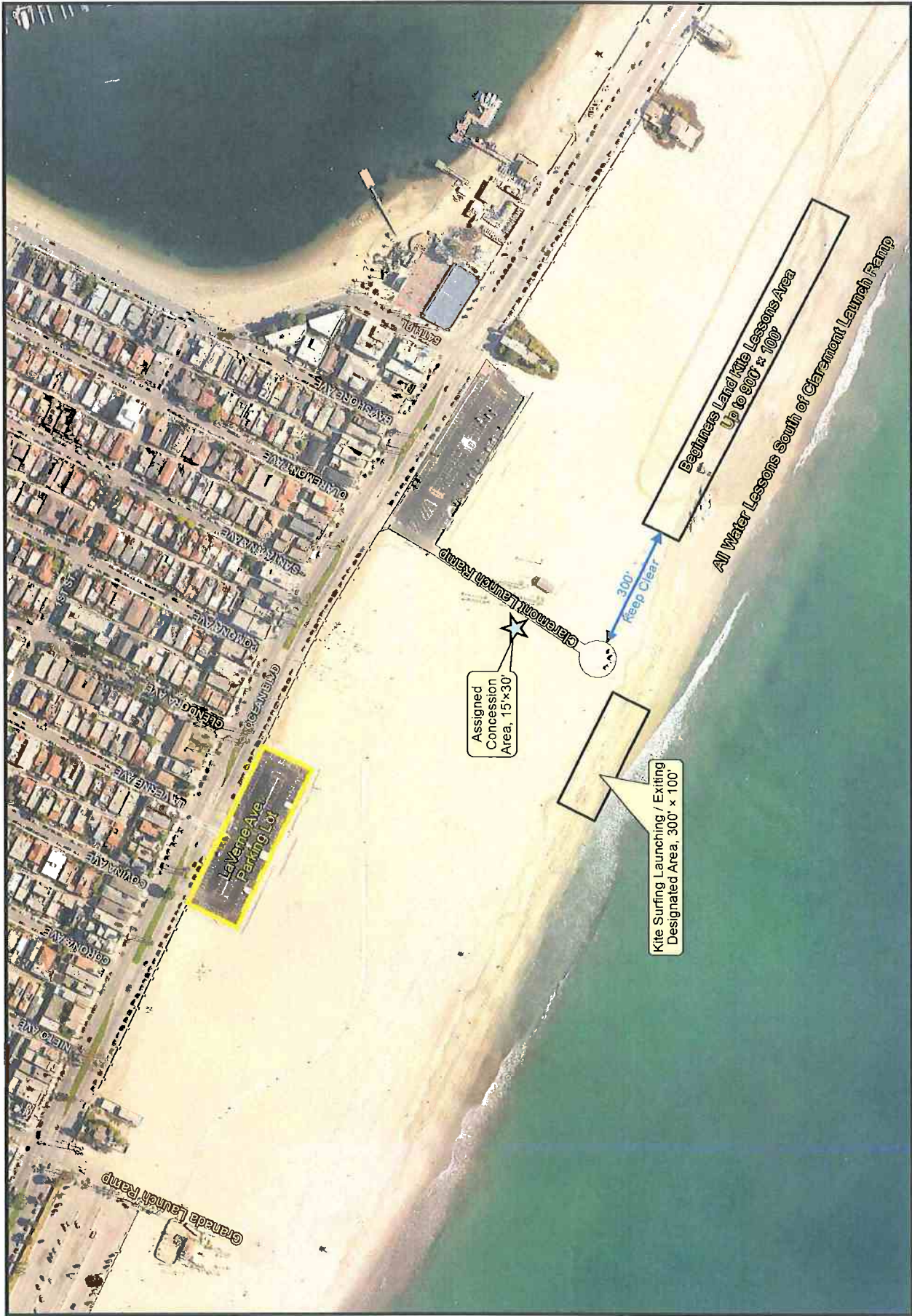
"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Permit is approved as to form on 11/2, 2016.

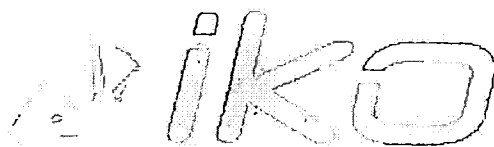
CHARLES PARKIN, City Attorney

By [Signature]
Deputy



Attachment A: Premises

ATTACHMENT B



International Kiteboarding Organization

KITEBOARDING SCHOOL REQUIREMENTS

General requirements

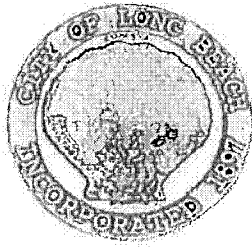
- Have 1 qualified IKO Instructor Level 2 managing school operations
- Keep track of maintenance of equipment and safety systems in a logbook
- Respect all other area users
- **Make sure all students sign the Release of Liability form before starting each course**
- Use the Student Record form and collect student data before starting each course
- **Provide Kiteboarder cards to the instructors working in the Center and make sure all students are certified at the end of their lesson**
- Set the safety and rescue procedures (accessible phone, accessible first aid kit, define the procedure to follow in case of emergency)
- Comply with local regulations in the operating country
- Subscribe to the IKO liability insurance policy for kiteboarding/snowkiting activities or Hold IKO Instructor liability insurance if the Instructor works as an independent Instructor.
- Report any accident that occurs at the Center to the claims department of applicable insurance provider, as well as to IKO Support within 3 days of the accident (regardless of the severity of the accident)
- Accept school inspection from IKO Quality Rep or Examiner

Kiteboarding school commitments

Customer guarantees:

- Supply and make the students wear safety gear such as flotation devices (kiteboarding only) & helmets, and have a functional safety systems on every control bar used for teaching
- Teach students to become independent (safety, practice and analysis)
- Teach on an assessed and adapted site
- Have the necessary equipment for all local wind conditions
- Make sure students are aware of and understand the emergency procedures
- **Make sure that IKO Instructors evaluate and certify, without exception, all students' levels with the Kiteboarder Card. The Kiteboarder Card and the Kiteboarder's/Snowkiter's Workbook should be included in the cost of the lesson, not sold separately.**

ATTACHMENT C



CITY OF LONG BEACH KITEBOARDING GUIDELINES

The City of Long Beach Lifeguards in consultation with the City's Kiteboarding concessionaires and the Southern California Kiteboarding Association have prepared these guidelines to help ensure that Kitesurfing on City beaches is an enjoyable and safe experience.

I. Kite Surfers Are Considered Vessels

Kiteboarders must abide by all laws and regulations related to vessels including the City of Long Beach's Municipal Code Sections listed below:

- Section 16.12.120 Vessels restricted from swimming area
No person shall operate any vessel within the protected ocean swimming area except for the purpose of launching from and landing at a small boat launching facility designated and posted as such by the director. The provisions of this section do not apply to vessels operated by or for the city, the county, the state or the United States or an agency or instrumentality thereof when engaged in the performance of an official duty. (Ord.-C-5625 § 6 (part), 1980: prior code § 7231).
- Section 16.12.130 Launch from or landing on beach
No person shall launch or land any vessel from the beach, shore or surf of the protected ocean swimming area or use any vessel in the surf except as provided in this section. In launching from or landing at the beach, shore, or surf, the operator of any vessel shall select a course as near to right angles to the beach as navigation allows and shall not exceed five miles per hour. No person shall use any vessel in a reckless or negligent manner so as to endanger swimmers within the protected ocean-swimming area. The director shall designate and post specific areas of the beach, shore and surf where vessels may be launched, landed, moored, beached and tied up and may, by regulation, designate the types of vessel appropriate to the area, the times and dates of use and the rules applicable to the use of the area. This section does not apply to vessels and other devices operated by and for the city, the county, the state, or the United States or any agency or instrumentality thereof when engaged in the performance of an official duty. (Ord.-C-6252 § 1, 1986: Ord.-C-5625 § 6 (part), 1980: prior code § 7231.1).

II. Operate Safely When On Open Water

Boating and Navigational Rules of the Road apply to kitesurfing and must be observed. Jumping and jibing should be done at least 200 feet from the shore and as far from other watercrafts as possible to ensure everyone's safety. The use of kite leashes is strongly recommended.

CITY OF LONG BEACH KITEBOARDING GUIDELINES

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III. Launch Areas

Be aware of the areas designated for kitesurfing lessons, which are shown on the attached map.

IV. Bike Path Restrictions

Kites are to be flown at least one line length away from the bike path. This means you should never fly a kite across or over the path. Crossing the path with equipment can be dangerous to cyclist and others. Wrap your lines around the bar when crossing the path. Never stretch lines across the path.

V. High (Patron/User) Volume Beach Days

High volume beach days such as the fourth of July and other holidays may make kitesurfing extremely difficult. Exercise good judgment on these days, which may include deciding not to kitesurf.

VI. Cooperation, Compliance and Courtesy

At all times cooperate with City safety personnel. Set a good example by complying with these guidelines and making your best effort to enjoy the sport safely. Remember that courtesy and cooperation are in everyone's best interest. Kitesurfing is only one of the recreational activities permitted on City beaches, and it is important that everyone is able to enjoy the beach safely.

VII. Sales and Lessons

Providing or offering to provide kitesurfing lessons without a valid City of Long Beach concession permit is a violation of Municipal Code Section 16.16.060 and may result in the issuance of a citation.

• Section 16.16.060 Sale or solicitation permit

- A. *No person shall offer, provide, sell, rent or solicit for sale or rent any goods, equipment, merchandise, food, beverage, service or instruction on, at or from any public beach, marina, park, street or within any public place, facility, building or structure situated upon the tide and submerged lands granted to the city by the state pursuant to chapter 676, statutes of 1911, chapter 102, statutes of 1925, chapter 158, statutes of 1935, as interpreted by chapter 29, statutes of 1956, first extraordinary session, and chapter 138, statutes of 1964, first extraordinary session, or situated at or adjacent to Colorado Lagoon, Marine Stadium East and Marine Stadium West without first obtaining a permit to do so from the manager of the marine bureau.*
- B. *No person shall offer, provide, sell, rent or solicit for sale or rent any goods, equipment, merchandise, food, beverage, service or instruction in, at or from any public park or place under the jurisdiction of the recreation commission or on either side of streets contiguous therewith without first obtaining a permit to do so from the director of the department of parks and recreation. (Ord. C-6118 § 1, 1984; Ord. C-5956 § 33, 1983; Ord. C-5624 § 1 (part), 1980; prior code § 7300.5).*

ATTACHMENT D

CALIFORNIA COASTAL COMMISSION

South Coast Area Office
200 Oceangate, Suite 1000
Long Beach, CA 90802-4302
(562) 590-5071



Th12a

Click here to go to
original staff report

ADDENDUM

Date: July 6, 2015

To: COMMISSIONERS & INTERESTED PERSONS

From: SOUTH COAST DISTRICT STAFF

Subject: Coastal Development Permit Application 5-14-0017 (City of Long Beach, Kite Boarding), Long Beach, Los Angeles County, for Commission Meeting of July 9, 2015

Staff recommends the following changes be made to the staff report dated June 25, 2015. The proposed changes modify and clarify the conditions under which the vendors are authorized to operate; the recommended changes are generally proposed for clarification. Additions are shown in underline text and deletions are shown in ~~strike-out~~ text.

1. Special Condition Three on page 4 of the staff report, section 3 C shall be revised as follows:

- C. PRIOR TO LESSEE(S) OPERATION of the designated kite boarding lesson area, kite boarding launch and exit areas, and three kite boarding vendor areas, the applicant shall submit documentation indicating that the lessor City has incorporated all the above terms of in section 3.A.(i)-(iv) this condition in the lease with the lessee(s) and that the lessee(s) has ~~accepted~~ acknowledged and agreed to those the terms of this condition.

2. On page 5 of the staff report, the third paragraph shall be revised as follows:

The City of Long Beach held a public meeting on the matter on April 28, 2015. The City's Municipal Code Sections 16.12.120 (Vessels Restricted from Swimming Area), 16.12.130 (Launch from or Landing on Beach), and 16.16.030 (Sale of Solicitation Permit) were reviewed as they pertain to kite boarding and stand-up paddle boarding activities and operations on the beach and in the water. The City determined that kite boarders and authorized kite boarding vendors must abide by all laws and regulations related to marine vessels, that boating and navigational "rules of the road" apply to kite boarding and must be observed, that kites being flown must remain at least one line length away from the pedestrian and bike paths, and that kite boarding and stand-up paddleboard vendors providing lessons and/or rentals must obtain a concession permit from the City. The City is requesting Commission authorization to issue three concession permits for kite boarding lesson and rental operations only. The City is not requesting or authorizing sales of any equipment or sundry items by the vendors in conjunction with the vendor permits.

3. On page 5 of the staff report, the second, third, and fifth bullets shall be revised as follows:

- Permitted operators may supply kite boarding and/or stand-up paddleboard lessons and services rentals.
- Permitted operators may provide lessons, and rental services only, ~~and; the sales of related equipment and sundry items is prohibited~~.
- The operators will be able to park one (1) vehicle (per permitted operator) on the Claremont Launch Ramp (**EXHIBIT 2**) or in the Claremont or La Verne Parking Lot as part of the operation. The vehicles are authorized to remain on the launch ramp for vendor set-up and take-down only. The vehicles may not impede launch ramp activities and may not remain on the launch ramp or in the parking lots overnight.

4. On page 7 of the staff report, Public Access and Recreation Findings are supplemented as follows:

Nearby residents have raised concerns that the existing parking supply for beach goers does not meet the current demand and that parking spaces in adjacent residential neighborhoods will serve as overflow parking for beach goers when the beach parking lots are full. Public parking for beach goers currently exists along Ocean Boulevard and within several beach parking lots near the proposed project site. The area proposed to be designated for kite boarding lessons and rentals is a popular recreation area that is already heavily used for kite boarding activities. As such, the City is requesting to regulate an activity that is already occurring. Additional impacts to public parking are not expected to be significant. In any case, the proposed recreational activity is a pilot project limited to eighteen months as described in **Special Condition 1**. Additionally, the proposed project is priority use that will increase public recreation opportunities along the coast and is encouraged by the Coastal Act. The proposed project is located on the public beach and, as conditioned, will enhance public recreational activities and conforms with Sections 30210, 30211, 30212.5, 30213, 30220, and 30221 of the Coastal Act.

5. Two letters of opposition to the proposed project were received on July 3, 2015 (attached).

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JUL 03 2015

CALIFORNIA
COASTAL COMMISSION

Agenda Number: Item Th12a
Application Number: 5-14-0017
Name: Donald R. Bissing, PhD
Position: Conditional Yes

To: California Coastal Commission
South Coast District Office
200 Oceangate, 10th Floor
Long Beach, CA 90802-4416

From: Donald R. Bissing, PhD
5381 East Ocean Blvd.
Long Beach, CA 90803



Date: June 6, 2015

Sirs:

In general, I have no objections to this proposed project. However, I do have strong reservations in two areas that if not met by the applicant would cause me to object strenuously to its approval by the Commission. My objections and rationales for them are as follow:

- 1) The use of electronically amplified speech or music must be prohibited. The landward side of Ocean Boulevard that would be impacted if this application is approved unconditionally is a wholly residential area. Some of the residents are shift workers or work from home while others simply wish to exercise the quiet enjoyment of their home or apartment. There are no intervening buildings or landforms between the proposed site of activity that would serve to dampen or muffle amplified sounds, hence, no practical means of ameliorating the impact on the facing residential areas. I want to note also that the use of decibel meters to "prove" compliance with the city's noise abatement ordinance would be a mere palliative unless carried out by professionals with appropriate equipment, i.e., capable of measuring the decibel level of all frequencies emitted by the amplified sound in question. Low frequency (bass) sounds travel farther and impact with greater acoustic energy than higher frequency sounds, and, therefore, should be taken into account. In my experience with other activities permitted in this area by the City of Long Beach, this has not been considered. However, regardless of the care with which amplified sound coming from the proposed beach activities is measured, it is the extent of intrusion of these sounds into the living quarters of the residents that is of concern. Since it is clearly impractical to measure decibel levels inside the homes and apartments of the residents, the simple solution is to prohibit electronically amplified speech or music for the proposed activity.
- 2) The City of Long Beach in the past has not seen fit to require sufficient parking facilities to accommodate the residents of the apartment buildings along Ocean Boulevard. Finding a parking slot is problematic throughout the year, but it is especially severe during the summer.

The City of Long Beach maintains two large pay parking lots in the immediate vicinity of the proposed project. I propose that the City be required to set aside portions of one or both lots for the exclusive use of the participants in the kiting activity. This would be pay-to-park for "kitters". Alternatively, the City should set aside a portion of one or both lots for the exclusive use of residents on a no-fee basis. Either action would serve, in an already congested area, to ease the increased parking space demand that this project would entail.

If my objections can be addressed by the applicant to the satisfaction of the Commission, I would favor approval of this project.

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South Coast Region

JUL 08 2015

**CALIFORNIA
COASTAL COMMISSION**

Re: Agenda Item #Th12a
Application/Permit # 5-14-0017
City of Long Beach
Tony & Louise Guest
Opposed

To: California Coastal Commission
Ms. Effie Turnbull-Sanders
Ms. Dayna Bochco
Ms. Jana Zimmer
Ms. Wendy Mitchell
Ms. Mary K. Shallenberger
Mr. Mark Vargas
Ms. Martha McClure
Mr. Steve Kinsey
Ms. Carole Groom
Mr. Erik Howell
Mr. Roberto Uranga
Mr. Gregory Cox
Mr. John Laird or Ms. Janelle Beland
Lt. Gov. Gavin Newsom or Ms. Jennifer Lucchesi/Mr. Kevin Schmidt
Mr. Brian P. Kelly or Mr. Dale Jones
Ms. Belinda Faustinos
Ms. Terri Bowman
Mr. Steve Kram
Mr. Randy Pestor
Dr. Paul Song
Ms. Maricela Morales, Alternate
Ms. Sarah Glade Gurney, Alternate
Ms. Olga Diaz, Alternate
Dr. Charles Lester
Ms. Shannon Vaughn

Dear Commissioners, Alternates and Non-Voting Members,

We are vehemently opposed to the City of Long Beach obtaining a permit to "Establish a designated kite boarding lesson area, kite boarding launch and exit area, and three kite boarding vendor areas on the beach between Claremont and La Verne Avenue." (source: California Coastal Commission, Important Public Hearing Notice Coastal Permit Application, dated June 25, 2015.)

Approval of this permit would be a gross, private, commercialization of public space, an inappropriate use of the public beach as well as the creation of additional traffic and parking issues in an already heavily parking impacted residential neighborhood.

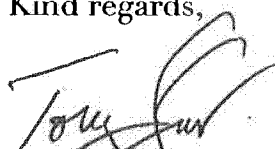
We are opposed to any additional (and existing) commercial beach activity. It appears that the City of Long Beach adds venues with little thought to the impact upon traffic, parking and the consequential negative impact upon quality of life for residents. If the City (or individuals responsible for these decisions) were to feel the impact of the additional beach activity personally, themselves, after a long day's work, circling the block or blocks over and over trying to find a space to squeeze their car into with other motorists tailgating, honking and shouting, I expect their views might be somewhat different.

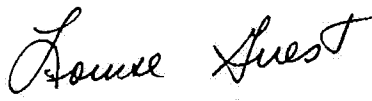
In the 37 years that we have lived in Long Beach's Belmont Shore neighborhood, there has been virtually no addition to parking in this part of town. There has however been a significant increase in beach related activities resulting in traffic congestion with parking becoming a nightmare.

Beachgoers and current kite boarders leave trash and debris on the beach, sidewalks, front yards and street including fast food bags, cups, plastic bottles, dirty diapers, etc.

Please do not conclude that we are simply old people ranting at progress. That is not our position. We feel that the City would serve its residents and beachgoers far better if there were some sort of balance applied to beach activity growth. At least understand that it is the residents that pay the price for the benefits that accrue the City in terms of revenue and the beachgoers in terms of activities and general beach fun.

Kind regards,


Tony Guest
562-434-5009


Louise Guest
562-756-2078

CALIFORNIA COASTAL COMMISSION

South Coast Area Office
200 Oceangate, Suite 1000
Long Beach, CA 90802-4302
(562) 590-5071



Th12a

Filed: 6/17/2015
180th Day: 12/14/2015
Staff: S. Vaughn-LB
Staff Report: 6/25/2015
Hearing Date: 7/9/2015

STAFF REPORT: REGULAR CALENDAR

Application No.: 5-14-0017
Applicant: City of Long Beach
Agent: Elvira Hallinan, Manager Marine Bureau
Location: 5340 E. Ocean Boulevard, City of Long Beach
(Los Angeles County APN 7247-028-906)
Project Description: Establish a designated kite boarding lesson area, kite boarding launch and exit areas, and three kite boarding vendor areas on the beach between Claremont and La Verne Avenues.
Staff Recommendation: Approval with Conditions

SUMMARY OF STAFF RECOMMENDATION

Staff is recommending **approval** of the coastal development permit with **three (3) special conditions** regarding: **1) Approved Development Permit Compliance; 2) Best Management Practices; and 3) Assumption of Risk, Waiver of Liability, and Indemnity.** The applicant proposes to designate beach areas specifically for kite boarding lessons, kite boarding and stand-up paddleboard vendors, and kite boarding beach launch & exit areas for a temporary trial period of 18 months. **Special Condition 1** requires the applicant to comply with the terms of the approval. **Special Condition 2** requires all authorized vendors to observe best management practices. **Special Condition 3** requires an assumption of risk agreement from the applicant.

The Coastal Commission certified the City of Long Beach Local Coastal Program (LCP) on July 22, 1980. The proposed project is located on State Tidelands, within the Commission's original jurisdiction. Therefore the standard of review for the proposed project is the Chapter 3 policies of the Coastal Act. The certified LCP may be used as guidance.

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APPENDICES

Appendix A - Substantive File Documents

EXHIBITS

- Exhibit 1 – Vicinity Map
- Exhibit 2 – Site Plan
- Exhibit 3 – Kite Surfing Commercial Operator Program Guidelines with Site Plan
- Exhibit 4 – City of Long Beach Kiteboarding Guidelines
- Exhibit 5 – International Kiteboarding Organization Kiteboarding School Requirements

I. MOTION AND RESOLUTION

Motion:

*I move that the Commission **approve** Coastal Development Permit Application No. 5-14-0017 pursuant to the staff recommendation.*

Staff recommends a YES 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.

Resolution:

The Commission hereby approves a coastal development permit for the proposed development and adopts the findings set forth below on grounds that the development as conditioned will be in conformity with the policies of Chapter 3 of the Coastal Act and will not prejudice the ability of the local government having jurisdiction over the area to prepare a Local Coastal Program conforming to the provisions of Chapter 3. Approval of the permit complies with the California Environmental Quality Act because either 1) feasible mitigation measures and/or alternatives have been incorporated to substantially lessen any significant adverse effects of the development on the environment, or 2) there are no further feasible mitigation measures or alternatives that would substantially lessen any significant adverse impacts of the development on the environment.

II. STANDARD CONDITIONS

This permit is granted subject to the following standard conditions:

1. **Notice of Receipt and Acknowledgment.** 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. **Expiration.** If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. 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. **Interpretation.** Any questions of intent of interpretation of any condition will be resolved by the Executive Director or the Commission.
4. **Assignment.** 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. **Terms and Conditions Run with the Land.** 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

This permit is granted subject to the following special conditions:

1. **Approved Development – Permit Compliance.** Coastal Development Permit 5-14-0017 authorizes the establishment of a designated kite boarding lesson area, kite boarding beach launch and exit area, and three kite boarding vendor areas on the beach between Claremont and La Verne Avenues consistent with the following conditions. No physical development is proposed or authorized. The term of authorization is limited to eighteen months, commencing on the approval date of this permit and ending eighteen months thereafter. A permit amendment will be required in order to extend the authorization beyond the initial term. All development must occur in strict compliance with the proposal as set forth in the application, subject to the special conditions. Any proposed change or deviation from the approved plans shall be submitted to the Executive Director to determine whether an amendment to this permit is necessary pursuant to the requirements of the Coastal Act and the California Code of Regulations. No changes to the approved plans shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is required.
2. **Best Management Practices.** All permitted kite boarding and paddleboard operators and vendors shall remove all equipment related to their commercial operations from the beach and parking lot by dusk each day. No storage of any equipment or vehicles related to the authorized commercial operations is authorized or permitted on the beach or in the parking lots before dawn or after dusk of each day. Overnight storage of vehicles or equipment related to the permitted commercial operations is prohibited unless specifically authorized by the City for specified special events. During authorized commercial operations, no kite boarding or stand-up paddle boarding equipment belonging to the vendors shall obstruct public access along the Claremont Launch Ramp. During authorized commercial operations, a 300' wide area between the designated kite boarding lesson area and the beach launch and exit area at the end of the Claremont Launch Ramp as seen in **EXHIBIT 3** shall remain clear of all commercial kite and stand-up paddle board activities.
3. **Assumption of Risk, Waiver of Liability and Indemnity.**
 - A. By acceptance of this permit, the applicant acknowledges and agrees (i) that the site may be subject to hazards from flooding, sea level rise, erosion and wave uprush; (ii) to assume the risks to the applicant and the property that is the subject of this permit of injury and damage from such hazards in connection with this permitted development; (iii) to unconditionally waive any claim of damage or liability against the Commission, its officers, agents, and employees for injury or damage from such hazards; and (iv) to indemnify and hold harmless the Commission, its officers, agents, and employees with respect to the Commission's approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such hazards.
 - B. **PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT**, the applicant shall submit a written agreement, in a form and content acceptable to the Executive Director, incorporating all of the above terms of this condition.
 - C. **PRIOR TO LESSEE(S) OPERATION** of the designated kite boarding lesson area, kite boarding launch and exit areas, and three kite boarding vendor areas, the applicant shall submit documentation indicating that the lessor City has incorporated all the above terms of this condition in the lease with the lessee(s) and that the lessee(s) has accepted the terms of this condition.

IV. FINDINGS AND DECLARATIONS

A. PROJECT LOCATION & DESCRIPTION

The applicant proposes to designate an approximately 9,000 square foot (100' x 900') kite boarding lesson area, a 300 linear foot kite boarding lesson beach launch & exit area, a 3,000 square foot (100' x 300') experienced kite boarding beach launch and exit area, and three 15' x 30' kite boarding and stand-up paddleboard vendor areas on the beach seaward of the bike and pedestrian paths near the end of the Claremont Launch between Claremont and La Verne Avenues of the Belmont Shore area (LCP Area D) in the City of Long Beach (**EXHIBIT 1**). No physical development is proposed or authorized. The beach within the Belmont Shore area is located on public tidelands. As seen in **EXHIBIT 3**, the area at the end of the Claremont Launch Ramp, as well as the area between the proposed lesson and launch & exit areas, is proposed to remain clear of kite boarding activities and available to the public for general use. The delineated areas would be designated for kite boarding, stand-up paddle boarding, and related activities for an 18-month trial period, beginning with Commission approval of this coastal development permit. After the initial trial period, the designated areas will be reevaluated and potentially made permanent through a permit amendment.

Currently, the City of Long Beach has signage at Claremont Launch that explains the City's kite boarding rules and regulations. The City has not proposed to remove or change the language of the existing signs.

The City of Long Beach held a public meeting on the matter on April 28, 2015. The City's Municipal Code Sections 16.12.120 (Vessels Restricted from Swimming Area), 16.12.130 (Launch from or Landing on Beach), and 16.16.030 (Sale of Solicitation Permit) were reviewed as they pertain to kite boarding and stand-up paddle boarding activities and operations on the beach and in the water. The City determined that kite boarders and authorized kite boarding vendors must abide by all laws and regulations related to marine vessels, that boating and navigational "rules of the road" apply to kite boarding and must be observed, that kites being flown must remain at least one line length away from the pedestrian and bike paths, and that kite boarding and stand-up paddleboard vendors providing lessons and/or rentals must obtain a concession permit from the City. The City is requesting Commission authorization to issue three concession permits for kite boarding lesson and rental operations.

The City determined that the three commercial operators who receive concession permits for kite board and stand-up paddleboard operations must abide by the following rules (**EXHIBIT 3**):

- Hours of operation will be from dawn to dusk, seven days a week.
- Permitted operators may supply kite boarding and/or stand-up paddleboard services.
- Permitted operators may provide lessons, services, and sales of related equipment and sundry items.
- Each permitted operator will be allowed to set up a temporary 15' X 30' daily base of operations; the temporary base may include a shade canopy with a maximum size of 10' X 20', all items must remain within the designated 15' X 30' area (**EXHIBITS 2 & 3**).
- The operators will be able to park one (1) vehicle (per permitted operator) on the Claremont Launch Ramp (**EXHIBIT 2**) or in the Claremont or La Verne Parking Lot as part of the

operation. The vehicles may not impede launch ramp activities and may not remain on the launch ramp or in the parking lots overnight.

- The permitted operators must have a valid Long Beach City Business License, and report all sales made from the beach as Long Beach sales for sales tax purposes.
- Permitted operators must remove all items related to commercial operations from the beach and the parking lot at the end of each business day, except as specifically approved by the City as part of a Special Event Permit.
- Permitted operators shall maintain a Professional Air Sports Association certificated school status throughout the term of the City's permit.
- Permitted operators shall comply with all relevant sections of the City of Long Beach Municipal Code.
- Permitted operators shall comply with the City of Long Beach Kite Surfing Guidelines (**EXHIBIT 4**).
- Permitted operators shall adhere to the International Kiteboarding Association Kiteboarding School Requirements (**EXHIBIT 5**).
- Permitted operators shall instruct within the approved designated and delineated areas (**EXHIBIT 2**).

B. PUBLIC ACCESS AND RECREATION

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 30212.5 of the Coastal Act states:

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

Section 30213 of the Coastal Act states, in part:

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

Section 30220 of the Coastal Act states:

Coastal areas suited for water-oriented recreational activities that cannot readily be 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.

One of the basic goals stated in the Coastal Act is to maximize public access and recreation along the coast. The proposed project will enhance public recreation on the coast by providing convenient kite boarding and stand-up paddleboard lessons and rental opportunities to beach goers. Public access is protected by the 300' wide area at the end of the Claremont Launch Ramp that sits between the designated lesson and the launch and exit areas (**EXHIBITS 2 & 3**), which is to remain free of kite boarding activities and available for the public's general use as described in **Special Condition 2**. Additionally, **Special Condition 2** ensures that vendor operations will not obstruct the public's ability to use the Claremont Launch Ramp. **Special Condition 1** requires the applicant to conform to the proposed plan and obtain an amendment to the coastal development permit for any changes to the proposed project. **Special Condition 2** requires all permitted vendors to remove all operational equipment from the beach and the parking lots at the end of each day and prohibits overnight storage of vehicles and/or equipment associated with authorized kite boarding and stand-up paddleboard operations. The proposed project is located on the public beach and, as conditioned, will enhance public recreational activities and conforms with Sections 30210, 30211, 30212.5, 30213, 30220, and 30221 of the Coastal Act.

C. HAZARDS

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 30253 of the Coastal Act states, in relevant part:

New development shall:

(a) Minimize risks to life and property in areas of high geologic, flood, and fire hazard.

(b) Assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs.

The proposed project is in a hazardous area due to its location on the beach and in the tidal zone. **Special Condition 3** requires the applicant and its concessionaires to assume all risks associate with the commercial operations, to unconditionally waive any claim of damage or liability against the Commission related to the authorized commercial operations, and indemnify the Commission

against all liability related to the authorized commercial operations. Furthermore, all structures associated with the permitted commercial operations will be temporary, and **Special Condition 2** requires the applicant to remove all temporary structures and equipment related to the kite surfing and stand-up paddleboard recreational operations by dusk each day, unless otherwise specifically permitted by the City for Special Events as defined by the City of Long Beach.

D. LOCAL COASTAL PROGRAM

The certified LCP states that only beach-dependent recreational facilities should be located on the beach in the Belmont Shore area (LCP Area D). The Belmont Shore area is located on public tidelands. The City of Long Beach Local Coastal Program was certified by the Commission on July 22, 1980, and numerous LCP amendments have been processed since that date. Because the project is located seaward of the former mean high tide line, the LCP is advisory in nature and may provide guidance. The Commission's standard of review for this amendment is the Chapter 3 policies of the Coastal Act. The proposed amendment, as conditioned, is consistent with the Chapter 3 policies of the Coastal Act and the certified LCP. The proposed project enhances recreational and visitor-serving commercial uses in the Belmont Shore area.

E. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

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 City of Long Beach is the lead agency for purposes of CEQA compliance. As determined by the City, the project is categorically exempt pursuant to CEQA as a class 8 exemption pursuant to CEQA guidelines Section 15308 because the project sets a limit on the number of operators and set parameters under which each must operate to ensure public safety and access. In order to ensure compliance with Coastal Act requirements, the Commission adopts additional measures including special conditions related to compliance with the proposed project and vendor operations best management practices. As conditioned, the proposed project is consistent with the public access and recreation policies of the Coastal Act. As conditioned, there are no feasible alternatives or 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.

Appendix A - Substantive File Documents

1. City of Long Beach Certified LCP
2. Materials from City of Long Beach Community Meeting on April 28, 2015



COASTAL COMMISSION

S-14-0017

EXHIBIT # 1

PAGE 1 OF 2

E Ocean Blvd

KITE SURFING COMMERCIAL OPERATOR PROGRAM GUIDELINES

The City of Long Beach will permit commercial operators who will be authorized to operate on the beach in the vicinity of Claremont and LaVerne Avenues.

The parameters of the program will be as follows:

- There will be no more than three (3) City permits at any one time.
- The hours of operation will be seven days a week, dawn to dusk.
- The operators can supply kite surfing and/or stand-up paddleboard services.
- The operations can include lessons, services and sales of related equipment and sundry items.
- The areas allowed for operators to establish a daily physical location are identified on the attached aerial. The area allowed for each individual operator will be delineated in each individual Permit.
- The operators will be able to park one (1) vehicle (per operator) on the Claremont Launch Ramp or in the Claremont or LaVerne Parking Lot as part of the operation. The vehicles cannot impede launch ramp activity.
- The operators will be able to erect tarpaulins pre-approved by the City's Marine Bureau.
- The operators will have a current Long Beach City Business License, and report all sales made from the beach as Long Beach sales, for sales tax purposes.
- The operators will keep nothing on the beach or in the beach parking lots overnight, except as approved as part of a Special Event Permit.
- Operators shall maintain a Professional Air Sports Association certified school status throughout the term of the permit.
- Operators shall comply with all sections of the Long Beach Municipal Code (list of relevant sections attached).
- Operators shall comply with the City of Long Beach Kite Surfing Guidelines (copy attached).
- Operators shall adhere to the International Kiteboarding Association Kiteboarding School Requirements (copy attached).
- Operators shall instruct within the approved areas delineated on the Permit Area Aerial (copy attached).

Pedestrian/Bike Path

BEACH PARKING LOT

CLAREMONT PLACE

1,610 FEET OF BEACH AVAILABLE BETWEEN ORANMACK AND CLAREMONT

375 feet at narrowest point total from sidewalk to bike path is 475 ft.

300 ft. Kite Launch & Exit Area

100 ft.

300 ft. Clear of Kite Surfing Activity

100 ft. Kite Boarding Lesson Area

900 ft.

100 ft.

THE NARROWEST POINT CLOSEST TO 65th PLACE HAS A 200' OFFER THE KITE SURF BUFFER THE NARROWEST POINT IS 673' LEAVING 673' AFTER THE KITE SURF BUFFER

THIS MAP SHOWS 750 FEET OF THE OVER 2,500 FEET OF BEACH AVAILABLE HEADING SOUTHWEST TOWARDS ALAMITOS BAY CHANNEL

BEACH PEDESTRIAN PATH

TIDAL RISE EXHIBIT

16 18

COASTAL COMMISSION REVIEW CC-18

KEYMAP

SYMBOL LEGEND

RELAT SURVEY

RECEIVED

DATE

1995

Vendor Setup Areas

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CITY OF LONG BEACH KITEBOARDING GUIDELINES

The City of Long Beach Lifeguards in consultation with the City's Kiteboarding concessionaires and the Southern California Kiteboarding Association have prepared these guidelines to help ensure that Kitesurfing on City beaches is an enjoyable and safe experience.

I. Kite Surfers Are Considered Vessels

Kiteboarders must abide by all laws and regulations related to vessels including the City of Long Beach's Municipal Code Sections listed below:

- Section 16.12.120 Vessels restricted from swimming area
No person shall operate any vessel within the protected ocean swimming area except for the purpose of launching from and landing at a small boat launching facility designated and posted as such by the director. The provisions of this section do not apply to vessels operated by or for the city, the county, the state or the United States or an agency or instrumentality thereof when engaged in the performance of an official duty. (Ord.-C-5625 § 6 (part), 1980: prior code § 7231).
- Section 16.12.130 Launch from or landing on beach
No person shall launch or land any vessel from the beach, shore or surf of the protected ocean swimming area or use any vessel in the surf except as provided in this section. In launching from or landing at the beach, shore, or surf, the operator of any vessel shall select a course as near to right angles to the beach as navigation allows and shall not exceed five miles per hour. No person shall use any vessel in a reckless or negligent manner so as to endanger swimmers within the protected ocean-swimming area. The director shall designate and post specific areas of the beach, shore and surf where vessels may be launched, landed, moored, beached and tied up and may, by regulation, designate the types of vessel appropriate to the area, the times and dates of use and the rules applicable to the use of the area. This section does not apply to vessels and other devices operated by and for the city, the county, the state, or the United States or any agency or instrumentality thereof when engaged in the performance of an official duty. (Ord.-C-6252 § 1, 1986: Ord.-C-5625 § 6 (part), 1980: prior code § 7231.1).

II. Operate Safely When On Open Water

Boating and Navigational Rules of the Road apply to kitesurfing and must be observed. Jumping and jibing should be done at least 200 feet from the shore and as far from other watercrafts as possible to ensure everyone's safety. The use of kite leashes is strongly recommended.

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CITY OF LONG BEACH KITEBOARDING GUIDELINES

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III. Launch Areas

Be aware of the areas designated for kitesurfing lessons, which are shown on the attached map.

IV. Bike Path Restrictions

Kites are to be flown at least one line length away from the bike path. This means you should never fly a kite across or over the path. Crossing the path with equipment can be dangerous to cyclist and others. Wrap your lines around the bar when crossing the path. Never stretch lines across the path.

V. High (Patron/User) Volume Beach Days

High volume beach days such as the fourth of July and other holidays may make kitesurfing extremely difficult. Exercise good judgment on these days, which may include deciding not to kitesurf.

VI. Cooperation, Compliance and Courtesy

At all times cooperate with City safety personnel. Set a good example by complying with these guidelines and making your best effort to enjoy the sport safely. Remember that courtesy and cooperation are in everyone's best interest. Kitesurfing is only one of the recreational activities permitted on City beaches, and it is important that everyone is able to enjoy the beach safely.

VII. Sales and Lessons

Providing or offering to provide kitesurfing lessons without a valid City of Long Beach concession permit is a violation of Municipal Code Section 16.16.060 and may result in the issuance of a citation.

- Section 16.16.060 Sale or solicitation permit

A. *No person shall offer, provide, sell, rent or solicit for sale or rent any goods, equipment, merchandise, food, beverage, service or instruction on, at or from any public beach, marina, park, street or within any public place, facility, building or structure situated upon the tide and submerged lands granted to the city by the state pursuant to chapter 676, statutes of 1911, chapter 102, statutes of 1925, chapter 158, statutes of 1935, as interpreted by chapter 29, statutes of 1956, first extraordinary session, and chapter 138, statutes of 1964, first extraordinary session, or situated at or adjacent to Colorado Lagoon, Marine Stadium East and Marine Stadium West without first obtaining a permit to do so from the manager of the marine bureau.*

B. *No person shall offer, provide, sell, rent or solicit for sale or rent any goods, equipment, merchandise, food, beverage, service or instruction in, at or from any public park or place under the jurisdiction of the recreation commission or on either side of streets contiguous therewith without first obtaining a permit to do so from the director of the department of parks and recreation. (Ord. C-6118 § 1, 1984; Ord. C-5956 § 33, 1983; Ord. C-5624 § 1 (part), 1980; prior code § 7300.5).*

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LONG BEACH KITE BOARDING RULES AND REGULATIONS

1. NO JUMPING OR JIBING IN THE SWIM AREA OR WITHIN 200 FEET OF SHORE.
LBMC 16.12.190
2. DO NOT TRAVEL THROUGH SWIM AREA PARALLEL TO SHORE. LAUNCH AND LAND NEAR TO RIGHT ANGLES.
LBMC 16.12.120 & 16.12.130
3. SPEED LIMIT 5MPH WITHIN 200 FEET OF A BEACH FREQUENTED BY BATHERS.
LBMC16.12.190
4. BATHERS ALWAYS HAVE THE RIGHT OF WAY.
LBMC 16.12.190
5. BODY DRAGS WILL BE DOWN WIND AND AWAY FROM BATHERS.
LBMC 16.12.190
6. MANUEVER IN ACCORDANCE WITH THE RULES OF THE ROAD.
1972 COLREGS U.S.C.G. D.O.T.
7. STAY CLEAR OF CHANNEL ENTRANCE AND LAUNCH CORRIDORS.
LBMC 16.12.190
8. YIELD TO EMERGENCY VEHICLES, VESSELS, AND PERSONNEL.
LBMC 16.08.590
9. DO NOT FLY KITE OVER PEOPLE OR WITHIN 100 FEET OF THE BIKE PATH.
LBMC 16.16.010 (M)
10. FUNCTIONAL KITE LEASH MUST BE USED AT ALL TIMES.
LBMC 16.12.190
11. WRAP UP CONTROL LINES WHEN KITE IS GROUNDED.
LBMC 16.16.010 (L)

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International Kiteboarding Organization

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South Coast Region

JAN 2 1994

CALIFORNIA
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KITEBOARDING SCHOOL REQUIREMENTS

General requirements

- Have 1 qualified IKO Instructor Level 2 managing school operations
- Keep track of maintenance of equipment and safety systems in a logbook
- Respect all other area users
- **Make sure all students sign the Release of Liability form before starting each course**
- Use the Student Record form and collect student data before starting each course
- **Provide Kiteboarder cards to the instructors working in the Center and make sure all students are certified at the end of their lesson**
- Set the safety and rescue procedures (accessible phone, accessible first aid kit, define the procedure to follow in case of emergency)
- Comply with local regulations in the operating country
- Subscribe to the IKO liability insurance policy for kiteboarding/snowkiting activities or Hold IKO Instructor liability insurance if the Instructor works as an independent Instructor.
- Report any accident that occurs at the Center to the claims department of applicable insurance provider, as well as to IKO Support within 3 days of the accident (regardless of the severity of the accident)
- Accept school inspection from IKO Quality Rep or Examiner

Kiteboarding school commitments

Customer guarantees:

- Supply and make the students wear safety gear such as flotation devices (kiteboarding only) & helmets, and have a functional safety systems on every control bar used for teaching
- Teach students to become independent (safety, practice and analysis)
- Teach on an assessed and adapted site
- Have the necessary equipment for all local wind conditions
- Make sure students are aware of and understand the emergency procedures
- **Make sure that IKO Instructors evaluate and certify, without exception, all students' levels with the Kiteboarder Card. The Kiteboarder Card and the Kiteboarder's/Snowkiter's Workbook should be included in the cost of the lesson, not sold separately.**

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ATTACHMENT “E”

PARENTAL CONSENT
Release and Waiver of All Liability and Assumption of Risk Agreement

FOR GOOD AND VALUABLE CONSIDERATION, including permission for _____ ("MINOR") to participate in Ocean Kite Surfing or Paddleboard Rentals and/or Lessons and related activities ("EVENT"), I, the parent/guardian of the MINOR for myself and on behalf of the minor:

1. Consent to the MINOR's participating in the EVENT;
2. Agree that, prior to the MINOR's participation in the EVENT, the MINOR and I will inspect the facilities, equipment, and areas to be used, and, if either of us believes that any of them are unsafe, I will immediately advise the person supervising the EVENT;
3. Acknowledge that the MINOR and I fully understand that Ocean Kiteboarding and/or Paddleboarding is a hazardous recreational activity and that the MINOR's *participation may involve risk of serious injury or death*, including economic losses, which may result not only from the MINOR's own actions, inaction's, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the EVENT is being conducted, the rules of play, or this type of EVENT;
4. **Assume any and all risk** of personal injuries to the MINOR, permanent or partial disability, or death and damages to the MINOR's or my property, caused by or arising from the MINOR's participation in the EVENT and authorize the City of Long Beach to contact or employ a licensed physician to render any medical treatment that may be deemed necessary for the MINOR or to take and admit the MINOR to any hospital. If such medical treatment is required, I agree to pay all medical and hospital bills relating thereto;
5. **Covenant not to sue or present any claim** for personal injury, property damage, or wrongful death against _____ (PERMITTEE/Sponsor) the City of Long Beach, their officers, employees, volunteers, and agents for damages attributable to the MINOR's participation in the EVENT;
6. **Release, waive, discharge, and relinquish** _____ (PERMITTEE/Sponsor) the City of Long Beach, its officials, employees, volunteers, and agents from any liability, loss, damage, claim, demand, or cause of action against them arising from or attributable to the MINOR's participation in the EVENT, whether same shall arise by their negligence or otherwise;
7. Agree that photographs, pictures, slides, movies, or videos of the MINOR may be taken in connection with the MINOR's participation in the EVENT without compensation from the City of Long Beach or _____ (PERMITTEE/Sponsor) and consent to the use of these photographs, pictures, slides, movies, or videos for any legal purpose;
8. Warrant that the MINOR is in good health and have no physical condition that would prevent the MINOR from participation in the EVENT; and
9. Acknowledge and agree that the City of Long Beach, its officials, employees, and agents shall not be responsible for administering, providing, or assisting in administering medication to the MINOR.
10. Acknowledge that the City of Long Beach or _____ (PERMITTEE/Sponsor) are not joint sponsors, joint venturers, partners, or otherwise jointly engaged in the above-named EVENT or activity.
11. Am informed that Kiteboarding may, under some life insurance policies, be considered an extreme sport and may be an exclusion from coverage.

THIS DOCUMENT RELIEVES THE CITY AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE.

BOTH PARENTS MUST SIGN UNLESS ONLY ONE PARENT IS LIVING OR UNLESS ONLY ONE HAS LEGAL CUSTODY. LEGALLY APPOINTED GUARDIANS MUST SIGN AND FURNISH A CERTIFIED COPY OF LETTERS OF GUARDIANSHIP.

I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS AND ASSUME ALL RISKS BY SIGNING IT, AND SIGN VOLUNTARILY.

PRINT PARENT/GUARDIAN NAME

SIGNATURE

DATE

PRINT PARENT/GUARDIAN NAME

SIGNATURE

DATE

I HAVE READ THIS DOCUMENT SIGNED BY MY PARENT(S) OR GUARDIAN(S) AND JOIN THE WAIVER, RELEASE AND ASSUMPTION OF RISK. I AM AWARE OF THE RISKS INVOLVED IN MY PARTICIPATION IN THE EVENT.

PRINT MINOR'S NAME

SIGNATURE

DATE

ATTACHMENT “F”

City of Long Beach
Release and Waiver of All Liability
and Assumption of Risk Agreement

FOR GOOD AND VALUABLE CONSIDERATION, including permission to participate in Ocean Kite Surfing, or Paddleboard Rentals and/or Lessons and related activities ("EVENT"), I, for myself, my successors, heirs, assigns, executors, administrators, spouse, and next of kin:

1. Agree that, prior to participating I will inspect the facilities, equipment, and areas to be used, and, if I believe that any of them are unsafe, I will immediately advise the person supervising the EVENT, facility, activity, or area;
2. Acknowledge that I fully understand that Ocean Kiteboarding and/or Paddleboarding is a hazardous recreational activity and that ***my participation may involve risk of serious injury or death***, including economic losses, which may result not only from my own actions, inaction, or negligence, but also from the actions, inaction, or negligence of others, the condition of the facilities, equipment, or areas where the EVENT or activity is being conducted, the rules of play, or this type of EVENT or activity;
3. ***Assume any and all risk*** of bodily injuries to myself, including medical or hospital bills, permanent or partial disability, death, and damages to my property, caused by or arising from my participation in the EVENT or activity;
4. ***Covenant not to sue or present any claim*** for personal injury, property damage, or wrongful death against _____ (PERMITEE/Sponsor), the City of Long Beach, their officers, employees, volunteers, and agents for damages attributable to my participation in the EVENT or activity;
5. ***Release, waive, discharge, and relinquish*** _____ (PERMITEE/Sponsor), the City of Long Beach, their officers, employees, volunteers, and agents from any liability, loss, damage, claim, demand, or cause of action against them arising from or attributable to my participation in the EVENT or activity, whether same shall arise by their negligence or otherwise;
6. Agree that photographs, pictures, slides, movies, or videos of me may be taken in connection with my participation in the EVENT or activity without compensation from the City of Long Beach or _____ (PERMITEE/Sponsor), and consent to the use of these photographs, pictures, slides, movies, or videos for any legal purpose.
7. Warrant that I am in good health and have no physical condition that would prevent me from participating in this event or activity; and
8. Acknowledge that the City of Long Beach or _____ (PERMITEE/Sponsor) are not joint sponsors, joint venturers, partners, or otherwise jointly engaged in the above-named EVENT or activity.
9. Am informed that Kiteboarding may, under some life insurance policies, be considered an extreme sport and may be an exclusion from coverage.

THIS DOCUMENT RELIEVES THE CITY AND OTHERS FROM LIABILITY FOR BODILY INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE BY NEGLIGENCE. I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS AND ASSUME ALL RISKS BY SIGNING IT, AND SIGN VOLUNTARILY.

PRINTED NAME

SIGNATURE

DATE