

1 RESOLUTION NO. 2026-R\_\_\_\_\_

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
3 CULVER CITY, CALIFORNIA, GRANTING AN ALCOHOL USE  
4 PERMIT FOR A BEER AND WINE GARDEN TO BE  
5 CONDUCTED IN VETERANS MEMORIAL PARK DURING THE  
6 2026 FIESTA LA BALLONA AND THE 2026 CULVER CITY FIFA  
7 EVENTS.

8 WHEREAS, pursuant to Culver City Municipal Code § 13.03.025.A, the City  
9 Council has determined to issue an alcohol use permit to the Culver City Exchange Club to  
10 conduct a beer and wine garden at the 2026 Fiesta La Ballona (“Fiesta”) and the 2026 Culver  
11 City FIFA events; and

12 WHEREAS, the City Council finds that the issuance of such permit will not be  
13 detrimental to the public health, safety or general welfare; and

14 WHEREAS, the Culver City Exchange Club has professionally and safely  
15 operated a beer and wine garden during the Fiesta since 2007, with the exception of 2020  
16 when no beer and wine garden was operated due to the Fiesta being held virtually during the  
17 coronavirus pandemic;

18 NOW, THEREFORE, the City Council of the City of Culver City, California,  
19 DOES HEREBY RESOLVE as follows:

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21 1. This Alcohol Use Permit is hereby issued to the Culver City Exchange  
22 Club (“Permittee”) to conduct a beer and wine garden (the “Event”) in Veterans Memorial  
23 Park on August 28, 29 and 30, 2026, as part of the City’s 2026 Fiesta La Ballona activities,  
24 and on June 12, 2026, and July 11, 2026, as part of the City’s 2026 FIFA events, subject to  
25 the following conditions set forth in City Council Policy Statement: *Alcohol Use Permits for*  
26 *City-Produced and City-Sponsored Special Events*, adopted by City Council Resolution No.  
27 2019-R014:  
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1 a. Permittee, Culver City Exchange Club, acknowledges and certifies  
2 that it is a not-for-profit 501(c)(3) Culver City organization, and that funds raised  
3 at the Event will be used for local charities. "Local Charities" shall mean a  
4 Culver City organization set up to provide help and raise funds for those in  
5 need.

6 b. The Fiesta Event shall be held on the following three days during  
7 these specified hours only: (1) Friday, August 28, 2026, from the hours of 4:30  
8 p.m. to 10:00 p.m., last call will be at 9:15 p.m. and no drinks will be served past  
9 9:30 p.m.; (2) Saturday, August 29, 2026, from the hours of 12:00 p.m. to 10:00  
10 p.m., last call will be at 9:15 p.m. and no drinks will be served past 9:30 p.m.;  
11 and (3) Sunday, August 30, 2026, from the hours of 12:00 p.m. to 8:00 p.m.,  
12 last call will be at 7:15 p.m. and no drinks will be served past 7:30 p.m. The City  
13 FIFA Event shall be held on the following two days during these specified hours  
14 only: (1) Friday, June 12, 2026, from the hours of 5:00 p.m. to 8:00 p.m., last  
15 call will be served 7:15 p.m. and no drinks will be served past 7:30 p.m.; and (2)  
16 Saturday, July 11, 2026, from the hours of 11:00 a.m. to 8:00 p.m., last call will  
17 be at 7:15 p.m. and no drinks will be served past 7:30 p.m.

18 c. By and on behalf of Permittee in consideration of the request for  
19 and the granting of this Permit, Permittee shall and does hereby indemnify, hold  
20 harmless and defend City and each of its officers, employees and  
21 representatives ("Indemnitees") from any and all liability claims, damages,  
22 judgments, demands, including attorney fees and court costs, whatsoever,  
23 which may arise against any or all Indemnitees by reason of any real or  
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1 personal property damage, personal injury or death arising or resulting directly  
2 or indirectly from Permittee's activities related to the issuance of this Permit.

3 d. Without limiting any other obligation set forth in this Permit,  
4 Permittee shall submit to the City an occurrence based Comprehensive General  
5 Liability ("CGL") policy (including liquor liability), at least as broad as ISO Form  
6 CG 0001, in the minimum amount of Three Million Dollars (\$3,000,000) each  
7 occurrence, with not less than Six Million Dollars (\$6,000,000) in annual  
8 aggregate coverage. The CGL policy shall have the following requirements:

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10 (i) The policy shall provide coverage for personal injury, bodily  
11 injury, death, accident and property damage and advertising injury, as those  
12 terms are understood in the context of a CGL policy. The coverage shall be  
13 utilized to satisfy, to the extent of the coverage limits, the City's self-insured  
14 retention under any other policy of insurance. The coverage shall not be excess  
15 or contributing with respect to City's self-insurance or any pooled risk  
16 arrangements;  
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18 (ii) The policy shall provide \$3,000,000 coverage per accident,  
19 for owned, hired and non-owned automobile liability; automobile liability  
20 coverage may be satisfied with a stand- alone policy or as a component of the  
21 CGL policy;  
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23 (iii) The policy shall include coverage for liability undertaken by  
24 contract covering, to the maximum extent permitted by law, Permittee's  
25 obligation to indemnify the Indemnitees as required under Paragraph 1.c. of this  
26 Permit;  
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1 (iv) The Policy shall not exclude coverage for Completed  
2 Operations Hazards or Athletic or Sports Participants; and

3 (v) The City of Culver City, and officers, agents, and  
4 employees will be named as additional insureds in an endorsement to the  
5 policy, which shall be provided to the City and approved by the City Attorney.

6 (vi) The CGL limits may be satisfied with a primary policy with  
7 \$3,000,000 occurrence/\$6,000,000 annual aggregate, OR, by a primary policy  
8 with lower limits of coverage plus an Excess or Umbrella policy which will  
9 satisfy the occurrence and aggregate limit requirement. If Consultant's  
10 insurance coverage provides coverage in excess of these required limits, but is  
11 eroded by payment or claim reserves, then Consultant or its insurance carrier  
12 shall notify the City of Culver City within ten (10) days when the contractual  
13 coverage limits provided are below the required coverage limits.

14 (vii) The City of Culver City reserves the right to review and  
15 waive or modify the CGL aggregate requirement in the event that an adequate  
16 project specific policy and limits are provided.

17 The required evidence of insurance shall be submitted to the City  
18 at least two weeks prior to the Event.

19 e. Permittee shall obtain the necessary State of California Alcoholic  
20 Beverage Control Board alcohol sales event permit for the Event, which shall be  
21 posted at all times. Permittee shall comply with any and all federal, state and  
22 local laws regarding the sale of beer and wine. Permittee shall also obtain any  
23 and all required Los Angeles County health permits, which shall be made  
24 available upon request.  
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1 f. The size and location of the Event shall be consistent with the  
2 configuration as approved by staff of the City's Parks, Recreation and  
3 Community Services Department. The perimeters of the Event shall be bound  
4 by fencing or other physical barrier (the "Event Area"). The physical barrier  
5 shall not obstruct visibility into the Event Area.

6 g. There shall be only one entrance to and one exit from the Event  
7 Area. All persons must enter the Event Area from the designated entrance  
8 point and leave the Event Area from the designated exit point. Permittee shall  
9 retain licensed security guard(s) to be posted at each entrance and exit to  
10 ensure that all persons in attendance at the Event, including Permittee's  
11 employees, agents and volunteers, are in compliance with the conditions of this  
12 Permit.

13 h. Permittee's employees, agents and volunteers who are working  
14 the Event ("Event Staff") shall assist City facilities staff and Culver City Police  
15 Department with crowd control in and around the Event Area during any ingress  
16 and egress of vehicular traffic adjacent to the Event Area, as requested by City  
17 representatives.

18 i. The Event shall be limited to the sale of beer and wine only.

19 j. No alcohol shall be removed from or consumed outside of the  
20 Event Area. A sign shall be posted at the exit stating "No Liquor Beyond This  
21 Point."  
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23 k. No alcohol, other than alcohol being sold at the Event, shall be  
24 permitted in the Event Area.  
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1                   l.       All alcohol shall be served only in reusable or compostable  
2 containers. All alcoholic beverages shall be served in a single serving container  
3 that complies with the following guidelines: 16-ounce cup or smaller for beer;  
4 and 5-ounce cup or smaller for wine.

5                   m.       There shall be a two (2) drink maximum at one time.

6                   n.       Event Staff shall not serve any alcohol to visibly intoxicated  
7 individuals in accordance with applicable laws.

8                   o.       Event Staff shall stop serving alcohol at the designated Event  
9 closing times as set forth in Section 1.b of this Alcohol Use Permit.

10                  p.       No minors shall be permitted entrance to the Event Area. A sign  
11 shall be posted at the entrance stating, "No Minors."  
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13                  q.       Licensed private security guard(s) shall be present to check  
14 identification for the purposes of verifying that people entering the Event Area  
15 are 21 years of age or older. No person shall be granted access to the Event  
16 Area without presenting a valid driver's license that displays a photograph and  
17 date of birth evidencing that the person is at least 21 years of age. All persons  
18 under the age of 30 years shall present, in addition to a valid driver's license, a  
19 second form of identification that displays the person's name and signature or  
20 name and picture. Each time a person enters or re-enters the Event Area, that  
21 person's age shall be verified with identification.  
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23                  r.       Event Staff shall issue colored wrist bands (that cannot be  
24 replaced once removed) to all persons prior to entering the Event Area. No  
25 person shall be admitted to the Event Area that is not wearing said wrist band.  
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1                   s.       Only for the Fiesta Event, Event Staff shall issue each carnival  
2 ride operator a wrist band of a different color than Event participants. No  
3 carnival ride operator shall be admitted into the Event Area.

4                   t.       The capacity of the Event Area shall not exceed one hundred and  
5 fifty (150) persons at any given time. Licensed private security guard(s) shall  
6 be present at each entrance and exit to count occupancy. An accurate crowd  
7 count at all times must be readily available to City representatives. The City's  
8 Life Safety Officer, as assigned by the Culver City Fire Department, may adjust  
9 the maximum capacity at any time during the event if he/she determines it is  
10 necessary to protect the public health and safety.

11                   u.       Event Staff shall receive training in the laws and rules governing  
12 the verification of identification, the service of alcoholic beverages, and the  
13 refusal of service to intoxicated persons.

14                   v.       Event Staff and licensed private security guard(s) shall not  
15 consume alcohol during the Event.

16                   w.       No persons, including members of the Culver City Exchange Club,  
17 shall receive complimentary beer or wine.

18                   x.       Distribution or display of any beer and/or wine product advertising  
19 or promotional items shall be limited to the Event Area. With the exception of  
20 beer and/or wine product advertising and promotional items relating to the  
21 products served at the Event, only Culver City Exchange Club materials may be  
22 distributed or displayed in the Event Area.

23                   y.       Event Staff and licensed private security guard(s) shall monitor  
24 the alcohol consumption and behavior of all Event participants.

1 z. Permittee shall ensure that the Event Area is cleaned of all trash  
2 and debris throughout the Event and, at the conclusion of the Event, shall  
3 ensure the Event Area is left in the same condition it was prior to the Event  
4 each night.

5 aa. Permittee acknowledges and understands that the City of Culver  
6 City reserves the right to shut down the Event at any time at the discretion of  
7 Culver City Police Department or other authorized City Official.  
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9 bb. Within 30 calendar days after completion of the Event, Permittee  
10 shall provide the City with a full financial disclosure of the operation of the  
11 Event.

12 cc. Only for the Fiesta Event, within 30 days after the adoption of this  
13 Resolution, Permittee shall pay to the City's Parks, Recreation and Community  
14 Services Department the Event space fee of One Thousand Two Hundred  
15 Dollars (\$1,200.00) and the Technology Artists fee of Seven Hundred Dollars  
16 (\$700.00) for a total of One Thousand Nine Hundred Dollars (\$1,900) in fees.  
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18 dd. Permittee shall be responsible for coordinating, purchasing and  
19 acquiring all supplies and equipment necessary to support the Event including,  
20 but not limited to, beer, wine, snacks, paper products, fencing, tables, chairs  
21 and umbrellas.  
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23 ee. Event Staff shall be responsible for coordinating through the  
24 appropriate City departments sufficient power sources as needed for the  
25 operation of the Event.

26 ff. Permittee shall provide for designated transportation pick-up/drop-  
27 off areas, as approved by the Public Works Department. Permittee shall  
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advertise these locations to Event participants, and also provide information regarding public transportation to and from the Event.

2. This Resolution shall take effect on the date of its adoption.

APPROVED and ADOPTED this 26<sup>th</sup> day of May 2026.

\_\_\_\_\_  
FREDDY PUZA, MAYOR  
City of Culver City, California

ATTEST:

APPROVED AS TO FORM:



\_\_\_\_\_  
JEREMY BOCCHINO, City Clerk

\_\_\_\_\_  
HEATHER BAKER, City Attorney