

RESOLUTION NO. 17 - 2470

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WITH CONDITIONS A BEACH FURNITURE PERMIT APPLICATION PURSUANT TO SECTION 86-31 OF THE CODE OF ORDINANCES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 86-31 of the Town of Surfside Code of Ordinances provides for Beach Furniture Permits; and

**WHEREAS**, a Beach Permit Furniture Operator Application (the "Application"), together with the required permit application fee, insurance documentation, and Beach Furniture Operations Plan, has been submitted by Residence Inn by Marriott, located at 9200 Collins Avenue, Surfside, FL; and

**WHEREAS**, beach furniture permit applications for hotels located on the west side of Collins Avenue must be approved by the Town Commission; and

**WHEREAS**, the Town Commission has reviewed the Application and the proposed Beach Furniture Operations Plan and finds that the proposal, as presented or conditioned herein, does adequately comply with the requirements of the Town's Administrative Policy and with the requirements of the Town Code; and

**WHEREAS**, it is in the best interest of the Town to approve with conditions the Beach Permit Furniture Operator Application presented by Residence Inn by Marriott.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Approval and Authorization.** The Town Commission hereby approves with conditions the Beach Furniture Operator Permit Application and Beach Furniture Operations Plan submitted on August 14, 2017 by Residence Inn by Marriott, located at 9200 Collins Avenue, Surfside, FL and authorizes the issuance of the Beach Furniture Permit as provided in the attached Exhibit 1.

**Section 3. Conditions.** The approval granted herein is subject to the conditions provided below.

1. The Beach Furniture Operator shall promptly pay to the Town an annual local business tax as prescribed by the Town Code of Ordinances, Section 70-41, for Beach Furniture Operation.
2. The Beach Furniture Operator shall promptly comply with all sections of the Town's Beach Furniture Ordinance, Chapter 86 of the Town Code of Ordinances, as may be amended.
3. The Beach Furniture Operator shall promptly comply with all sections of the Town's Administrative Policy regarding beach furniture operations, as may be amended.
4. The Town hereby authorizes the Beach Furniture Operator to set chairs and umbrellas on the public beach on an "on-demand" basis throughout the day, up to a limit of 40 chairs. Unoccupied, vacated beach chairs must be re-stacked, and may not be allowed to remain un-occupied, vacated on the beach.
5. During sea turtle nesting season (May 1<sup>st</sup> through October 31<sup>st</sup>), the Beach Furniture Operator may not pre-set any beach furniture items on the beach prior to 9:00 a.m. each day.
6. The Beach Furniture Operator shall maintain a six (6) foot wide safety corridor that runs north to south from the water edge to the dune on the beach for every continuous fifty (50) feet of beach furniture operation, and no beach furniture shall be allowed at any time in this safety corridor.
7. All beach furniture and storage equipment shall at all times of the day and night be kept and set no less that twelve (12) feet seaward of the edge of the vegetation dune.
8. Storage of beach furniture items, both daytime and nighttime, shall be limited to forty (40) beach chairs neatly organized and secured to the ground.
9. All beach furniture items belonging to the Beach Furniture Operator shall be clearly identified as to their ownership by a unique and distinguishable color, design, or marking.
10. The Beach Furniture Operator shall staff and maintain their beach furniture operation area as approved by the Town.
11. The Beach Furniture Operator shall inspect and clean the area of beach furniture operation every two hours of the day for trash, litter and debris, and shall dispose of same in appropriate trash receptacles.
12. In the event of a declared state of emergency or in anticipation of a natural disaster (such as a tropical storm or hurricane), the Beach Furniture Operator, pursuant to its

evacuation plan contained within the operations plan, shall timely remove all Beach Furniture from the public beach and store in an appropriate storage area, and shall not set-up or place Beach Furniture back on the beach until such time as the Town cleans and/or rakes the beach after the emergency or natural disaster and advises that Beach Furniture may be placed on the beach. The Town Manager or designee may issue a warning to the Beach Furniture Operator to remove and secure the Beach Furniture. If the Beach Furniture Operator fails to remove the Beach Furniture, the Town Manager or designee, at its option, may remove the Beach Furniture from the public beach. The Beach Furniture Operator shall be liable for all costs incurred by the Town for the removal and/or storage of the Beach Furniture in the event of an emergency or natural disaster.

13. The Beach Furniture Operator acknowledges and agrees that setting and storage of beach furniture on the beach may not be available or feasible at times due to environmental conditions on the beach.
14. The Beach Furniture Operator, including its employees, pedestrians and guests, shall cross Collins Avenue utilizing designated crosswalks.
15. The Beach Furniture Operator Permit is not a concession approval on the beach, but only permits beach furniture. There shall be no concession type equipment allowed on the beach, including paddleboards, surfboards and/or kayaks.
16. The Beach Furniture Operator understands that this permit may be suspended or revoked for cause by the Town, including, but not limited, to operating in violation of this Permit, the Town's Beach Furniture Ordinance, the Town's Beach Furniture and Equipment Administrative Policy, and any applicable local, County, State or Federal law. Upon said notification from the Town, the Beach Furniture Operator shall immediately cease all beach furniture operation.

**Section 4. Violation of Conditions.** Failure to adhere to the conditions imposed herein or to requirements of the Town's Administrative Policy on Beach Furniture and Equipment, as may be amended from time to time, shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence operation, and that the foregoing approval in this Resolution may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

**Section 5. Implementation.** The Town Manager is hereby authorized to take any and all action necessary to implement this Resolution.

**Section 6. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 14th day of November, 2017.

Motion by Commissioner Paul,

Second by Commissioner Karukin.

**FINAL VOTE ON ADOPTION**

Commissioner Daniel Gielchinsky  
Commissioner Michael Karukin  
Commissioner Tina Paul  
Vice Mayor Barry Cohen  
Mayor Daniel Dietch


NO  
YES  
YES  
YES  
YES

  
\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Sandra Novoa, MMC, Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

  
\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney



**Town of Surfside**  
9293 Harding Avenue, Surfside, FL 33154  
Phone: (305) 861-4863 Fax: (305) 861-1302

**Beach Furniture Permit Application**  
(\$500.00 Application Fee must accompany this form)

Applicant/Organization/Business Owner (Corporate Name): HDP TLD Partners LLC  
D/B/A Residence Inn by Marriott

Mailing Address: 9200 Collins Avenue

City: Surfside State: FL Zip Code: 33154

Daytime Phone: 305-514-3101 Daytime Fax: 305-514-3202

Name of Contact Person: Arthur Holman

E-mail Address: aholman@hoteleguities.com

Daytime Phone Number of Contact Person: 305-503-0980

Property Address of Beach Furniture: 9200 Collins Avenue, Surfside, FL

**Terms and Conditions of the Approval**

- 1) Beach furniture shall not inhibit reasonable access to the public beach, nor obstruct reasonable access on the beach for pedestrians and emergency vehicles, nor impact any native vegetation, nor affect sea turtle nesting areas or other wildlife.
- 2) A Beach Furniture Operator who provides beach furniture must obtain a permit from the Town of Surfside pursuant to the permit process described in Chapter 86 of the Town of Surfside (Attachment "A") and shall comply with the Town Manager's "Administrative Policy: Beach Furniture and Equipment" (Attachment "B").

3) All permit applications shall include:

- A. An application fee of \$500.00; and
- B. A Beach Furniture Operations Plan, including specifications on setup, storage, staffing and clean-up, and an evacuation plan in the event of a natural disaster such as a tropical storm or a hurricane, including a storage area during the natural disaster; and
- C. Compliance with indemnification and insurance requirements pursuant to Chapter 86 of the Town of Surfside Code.

4) A hotel Beach Furniture Operator must procure a Local Business Tax Receipt and comply with Section 70-41 of the Town of Surfside Code and all required licenses or permits from Miami-Dade County, the State of Florida, or federal entities.

5) By signing this Beach Furniture Permit Application, I affirm that I have read the above Terms and Conditions of Approval, Chapter 86 of the Town of Surfside Code (Attachment "A") and shall comply with the Town Manager's "Administrative Policy: Beach Furniture and Equipment" (Attachment "B"), and agree to follow and abide by same.

*[Handwritten Signature]*

Signature of Applicant for the Organization/Business Owner

*6/17/17*

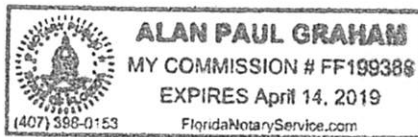
Date

Sworn to and subscribed before me this 14 day of AUGUST, 2017, by ALAN PAUL HOLMAN, who is personally known to me or who produced the following identification: \_\_\_\_\_

*[Handwritten Signature]*

Notary Public, State of FLORIDA

(Seal below)



For Office Use Only:

Approval: [ ] Yes [ ] No [] With Conditions  
Comments:

By: *[Handwritten Signature]*  
Guillermo Olmedillo, Town Manager

November 27, 2017  
Date

## **BEACH FURNITURE OPERATION PLAN**

### **SETUP:**

An organized pre-placement of hotel-owned beach furniture, not to exceed 40 chairs and not to exceed 20 umbrellas, shall be completed once the Florida Fish & Wildlife Conservation Commission has completed its monitoring of turtle nesting activity, and shall not occur before sunrise, whichever occurs first.

Beach furniture will not be placed directly in front of a lifeguard tower or within 10 feet of the perimeter of the lifeguard tower, or obstruct lifeguard or emergency personnel's view of the beach or ocean.

Beach furniture will not be placed in the area immediately adjacent to or directly seaward of the street end so as not to obstruct emergency vehicles or emergency personnel. Beach staff will use reasonable efforts to preset chairs to the north and to the south of the 9200 street end, so as to deploy in a manner to cause no obstruction to the general public's use of the beach.

Beach furniture shall be set at no less than 12 feet seaward of the edge of the vegetation line of the dune.

It is estimated that beach furniture shall be preset no later than 10:00am, and preset beach furniture will be placed in as relatively consistent manner as possible from day to day, subject to the general public's occupation of the beach. Beach furniture, not to exceed 40 chairs, will be preset seven days a week, weather permitting, until approximately no later than sunset. Additional chairs will be placed on a demand-only basis.

### **STORAGE:**

The overnight placement of furniture on the beach will consist of stacked chairs, secured with a locked cable to prohibit the removal of chairs by unauthorized parties. Chairs left overnight will be stacked east of the dune and neatly organized.

### **STAFFING:**

An adequate number of hotel staff, approximately one to four individuals, shall be present during the setup, use, and take down periods. Staffing levels will fluctuate throughout the day depending on break periods, weather conditions, and hotel guest demand.

Staff will be identified by hotel uniforms, and they will occupy an area within the approved beach furniture area to stage their administrative materials, towels, water, cleaning supplies, etc.

### **CLEAN-UP:**

Staff will make reasonable efforts to remain vigilant in keeping the beach furniture area free of trash during the setup, use, and take down periods. Trash will either be placed in the existing Town of Surfside beach waste receptacles or removed from the beach and disposed of with the

# **Residence**

Inn®

**Marriott.**

Miami Beach - Surfside

hotel's waste service. When necessary, trash, and/or towels and other supplies, will be removed throughout the day to maintain an orderly and welcoming appearance.

All beach furniture and supplies, other than chairs, will be removed by hotel staff at the end of operating hours, and approximately no later than sunset.

## **EVACUATION PLAN:**

In the event of a declared state of emergency, hotel beach staff will relocate the beach furniture to within the premises of the hotel's parking garage facility. Additional hotel staff, under safe conditions, will be dispatched to assist in the relocation of the beach furniture. Staff will remove all beach furniture using carts with casters and/or other chair moving equipment.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |                              |        |
|---|--|------------------------------|--------|
| PRODUCER<br>Harden and Associates<br>101 Riverside Avenue, Suite 1000<br>Jacksonville FL 32202  | CONTACT NAME:                              |                              |        |
|   | PHONE (A/C. No. Ext): 904-548-2280         | FAX (A/C. No.): 904-446-4211 |        |
| E-MAIL ADDRESS: abames@hardeninsight.com  |  |                              |        |
| INSURED<br>Hotel Development Partners, LLC<br>see attached schedule for full list<br>1 Concourse Parkway, Ste. 2075<br>Atlanta GA 30328 | HDP-PAR-01                                 |                              |        |
|   | INSURER(S) AFFORDING COVERAGE              |                              | NAIC # |
|   | INSURER A : Ace Property & Casualty Ins Co |                              |        |
|   | INSURER B : Associated Industries Ins Co   |                              | 23140  |
|   | INSURER C : Lloyds, London                 |                              |        |
|   | INSURER D :                                |                              |        |
| INSURER E :   |  |                              |        |
| INSURER F :   |  |                              |        |

**COVERAGES** CERTIFICATE NUMBER: 1914715263 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR TR                             | TYPE OF INSURANCE  | ADDITIONAL INSURER  | SUBSCRIBER | POLICY NUMBER                 | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|-------------------------------------|--|---|------------|-------------------------------|-------------------------|-------------------------|---|
| <input checked="" type="checkbox"/> | GENERAL LIABILITY  | Y   |            | AES104584600<br>UTS2541830.17 | 4/11/2017<br>4/11/2017  | 4/11/2018<br>4/11/2018  | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Each occurrence) \$100,000<br>MED EXP (Any one person) \$Excluded<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>Terr Liability \$1MM Occ/2MM Agg |
|                                     | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |   |            |                               |                         |                         |   |
|                                     | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                           |   |            |                               |                         |                         |   |
|                                     | GEN'L AGGREGATE LIMIT APPLIES PER:   |   |            |                               |                         |                         |   |
| <input type="checkbox"/>            | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC |   |            |                               |                         |                         |   |
| <input checked="" type="checkbox"/> | AUTOMOBILE LIABILITY   |   |            | AES104584600                  | 4/11/2017               | 4/11/2018               | COMBINED SINGLE LIMIT (Each accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|                                     | <input type="checkbox"/> ANY AUTO  |   |            |                               |                         |                         |   |
|                                     | <input type="checkbox"/> ALL OWNED AUTOS   | <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS |            |                               |                         |                         |   |
|                                     | <input checked="" type="checkbox"/> HIRED AUTOS  |   |            |                               |                         |                         |   |
| <input checked="" type="checkbox"/> | UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB  | <input checked="" type="checkbox"/> OCCUR   |            | G28950640                     | 4/11/2017               | 4/11/2018               | EACH OCCURRENCE \$25,000,000<br>AGGREGATE \$25,000,000<br>\$  |
|                                     | <input type="checkbox"/> CLAIMS-MADE   |   |            |                               |                         |                         |   |
|                                     | DED <input checked="" type="checkbox"/> RETENTION \$10,000   |   |            |                               |                         |                         |   |
| <input type="checkbox"/>            | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  | Y/N   | N/A        |                               |                         |                         | WC STATUTORY LIMITS OTH-ER  |
|                                     | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                              | <input type="checkbox"/>  |            |                               |                         |                         | E L EACH ACCIDENT \$  |
|                                     | If yes, describe under DESCRIPTION OF OPERATIONS below   |   |            |                               |                         |                         | E L DISEASE - EA EMPLOYEE \$  |
|                                     |  |   |            |                               |                         |                         | E L DISEASE - POLICY LIMIT \$   |
| <input checked="" type="checkbox"/> | Liquor Liability   |   |            | AES104584600                  | 4/11/2017               | 4/11/2018               | Liquor Liability-Occ 1,000,000<br>Liquor Liability-Agg 2,000,000<br>Garage Keepers 1,000,000  |
|                                     | Garage Keepers   |   |            |                               |                         |                         |   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Garage Keepers deductible is \$5,000 each auto/per occurrence  
Certificate Holder is an Additional Insured with regards to General Liability where required by written contract with the Named Insured.

|   |  |
|---|--|
| CERTIFICATE HOLDER<br>Town of Surfside<br>9293 Harding Ave<br>Surfside FL 33154 | CANCELLATION<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br><i>Jessica Hoff</i>   |