



VILLAGE OF KEY BISCAINE

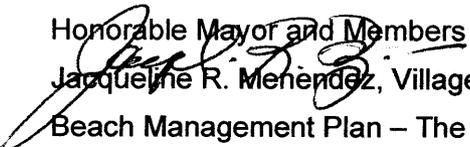
Office of the Village Manager

Village Council

Robert Oldakowski, *Mayor*
Robert L. Vernon, *Vice Mayor*
Enrique Garcia
Steve Liedman
Jorge E. Mendia
Thomas Thornton
Patricia Weinman

Village Manager

Jacqueline R. Menendez

DATE: May 16, 2006
TO: Honorable Mayor and Members of the Village Council
FROM:  Jacqueline R. Menendez, Village Manager
RE: Beach Management Plan – The Ritz-Carlton Hotel, Key Biscayne

RECOMMENDATION

It is recommended that the Village Council approve the Beach Management Plan, submitted by The Ritz-Carlton Hotel, with the following conditions:

1. Non-motorized vehicles and water equipment operation
 - As specified under section 30-102 of the Village code, subsection (e)(2), the use of motorized vessels is absolutely prohibited, except for an authorized rescue vessel approved under subsection (g)(9). The use of any other motorized watercraft is not allowed.
 - The use of this one motorized rescue vessel should not be used to assist the non-motorized vehicle and water equipment operation, in regards to transporting people or towing equipment to and from the beach.
 - As specified under section 30-102 of the Village code, subsection (g)(9), this one vessel shall have a four stroke engine or best available technology, be equipped with an operational marine radio or wireless phone, and shall satisfy all U.S. Coast Guard safety requirements.
2. Clear passage for emergency access and patrolling purposes
 - As specified under section 30-102 of the Village code, subsection (g)(6), none of the permitted activities, including the storage of any equipment shall be maintained or conducted within 15 (fifteen) feet of the waterline. This applies to the placement of chairs and umbrellas as well.
 - The Village needs this 15 (fifteen) feet pathway clear at all times for emergency access and for patrolling the beach.

BACKGROUND

Ordinance 2005-5 amended the Zoning and Land Development Regulations contained in Chapter 30 of the Village code, for the purpose of protecting the public beach areas and the public's right of access to the public beach areas within the jurisdictional limits of the Village. The Village reevaluated the zoning regulations applicable to the Government Use District of the Village Zoning.

The first reading was passed and adopted on April 26th, 2005 and the second reading was passed and adopted on May 24th, 2005.

cc: David M. Wolpin, Esq., Village Attorney



V I L L A G E O F K E Y B I S C A Y N E

Department of Public Works
88 West McIntyre St., Suite 230 • Key Biscayne, FL 33149 • Phone (305) 365-8945 • Fax (305) 365-7757

BEACH MANAGEMENT PLAN - PERMIT APPLICATION

Permit Number _____

Name of Property The Ritz-Carlton Hotel, Key Biscayne

Street Address of Property 455 Grand Bay Drive, Key Biscayne, FL

Legal Description: Lot(s) Tract A of Grand Bay Resort and Residences, according to the Plat thereof, recorded in Plat Book 147, Page 23, of the Public Records of Miami-Dade County, Florida. Less and except the "Condominium Lot", as defined in that certain Declaration of Covenants, Restrictions and Easements for Grand Bay Resort dated May 3, 2001, made by G.B. Hotel Partners, Ltd., a Florida limited partnership, and recorded on May 16, 2001 in Official Records Book 19670 at Page 3963 among the Public Records of Miami-Dade County, Florida.

Name of Applicant Mr. Marco Selva, General Manager

Address The Ritz-Carlton, Key Biscayne, FL
Phone No. 455 Grand Bay Drive, Key Biscayne, FL
(305) 365-4183

Name of Property Owner GB/JT Hotel Partners, LLP
(if Different from Applicant)

Address 3250 Mary Street, Coconut Grove, FL
Phone No. (305) 445-4220

Proposed Hours of Operation Please see attached.

Proposed Area of Operations Please see attached.

Proposed Storage Area Location Please see attached.
Contents _____

If Applicable, Proposed Storage, Hours of Use, and Method of Fueling for All Terrain Vehicle Please see attached.

**Village of Key Biscayne
Beach Management Plan – Permit Application
Page 2**

If Applicable, Number and Type of
Proposed Non-Motorized Vessels¹

Please see attached.

All applications must be accompanied by:

- A detailed and dimensioned site plan depicting the type and location of all proposed activity(ies), structures, garbage containers, storage areas, and where the use of Vessels is proposed, the location of the proposed channel (subject to Council approval)
- Indemnity and Insurance form (with Village as additional insured) in a form and amount approved by Village Attorney
 - See attached form
- Proof of ownership of adjacent upland property or written authorization from upland property owner
- Proposed safety & emergency plan (including storm management/preparation)
 - The set plan must be fully implemented upon issuance of a “hurricane warning” by Miami-Dade County
- Application fee plus the annual inspection fee for the approved activity as established by resolution pursuant to Section 30-4 of the Village Code
- Any additional information as reasonably required by the Village Manager

¹ / The use of motorized vessels is prohibited except for one (1) personal watercraft as defined in Section 327.02, F.S., maintained in good working condition and available for emergency rescue purposes only in accordance with Section 30-102(g)(9) of the Village Code.

The Ritz-Carlton, Key Biscayne



Beach Management Plan



THE RITZ-CARLTON®



THE RITZ-CARLTON®

Hours of Operation

Beach Equipment	Hours
Non-motorized vehicles and Water Equipment	10:00 a.m. – 5:00 p.m.
Chairs, umbrellas, and, cabanas	Sunrise to sunset



THE RITZ-CARLTON®

Staffing

Staff for the operation includes:

- Beach Manager; and
- Four (4) to Eight (8) staff members based on the number of transient and group guests.



THE RITZ-CARLTON®

Beach Equipment

Beach Equipment for the operation includes the following:

- Chairs
- Umbrellas
- Cabanas
- Towels
- Paddle Boats
- Kayaks
- Hobie Cats
- Trampoline



Setback & Restrictions

Beach Equipment will be set up with the following setbacks:

- 15 feet from the waterline
- 20 feet side setback from Grand Bay Club
- 100 feet side setback from the Sands condominium
- 5 feet from the dunes

Restrictions:

- Beach Equipment and activities will only occur in front of the Hotel in the areas designated in the attached site plan.
- All equipment will be removed at sun down and stored in the areas identified on the attached site plan.



Motorized Vehicles

Motorized vehicles for the operation include:

- One (1) golf cart to assist in moving equipment, and replenishing items needed for daily business.
- One (1) John Deere tractor utilized to rake the beach each morning.
- One (1) waverunner/jet ski to assist in emergency situations only.

Note:

- Golf cart is electric and requires no fueling.
- Emergency waverunner and the tractor will be fueled off of the beach.



Non-Motorized Equipment

Non-Motorized equipment for the operation includes:

- Paddle Boats
- Kayaks
- Hobie Cats
- Trampoline

Note:

- Only six (6) non-motorized watercraft will appear on the beach during hours of operation.
- The non-motorized vehicles will be operated through the proposed Ritz channel as identified on the attached site plan.
- The non-motorized vehicles will be marked in blue to represent the Ritz-Carlton Hotel, Key Biscayne.
- Non-motorized crafts will be stored off beach and in cove in the area identified on the attached site plan



Storage Locations

All Beach Equipment will be stored in the areas identified on the attached site plan.



Emergency Procedures

Please see the attached Emergency Plans for the following :

- Hurricane Watch
- Hurricane Warning
- Hurricane Evacuation



Safety Plan

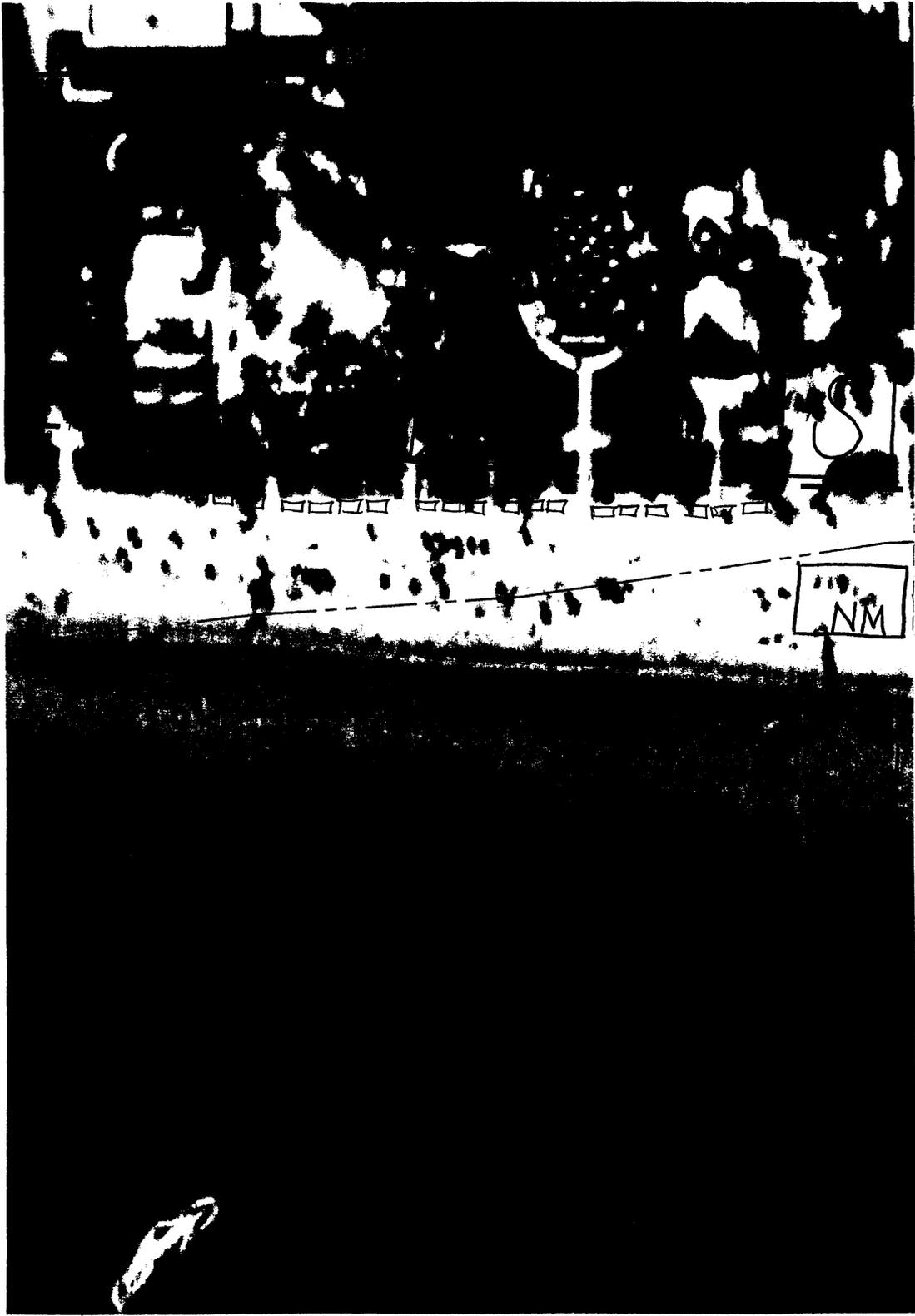
In the event of an emergency:

1. Staff will inform The Ritz-Carlton Loss Prevention department of the emergency, who will then call 911.
2. All staff is trained in both First Aid and CPR and will begin providing emergency care until rescue arrives.

THE RITZ-CARLTON

- Storage of Non-motorized vehicles, tractor, and emergency vehicle
- Beach service center
- Storage of chairs
- Emergency vehicle during hours of operation

- Proposed channel
- Garbage containers
- Non-motorized vehicles during hours of operation



COVENANT OF INDEMNIFICATION & INSURANCE

Upon approval of a Beach Management Plan by the Village of Key Biscayne (the "Village") in accordance with Section 30-102(f) of the Village Code of Ordinances, GB/JT Hotel Partners, LP (the "Applicant") hereby covenants and agrees as follows:

1. Applicant shall defend, indemnify, and hold harmless the Village, its elected officials, officers, agents, and employees from any claim, demand, suit, loss, cost, expense, or damage which may be asserted, claimed or recovered against or from Village by reason of any property damage or bodily injury, including death, sustained by any person whomsoever, which said claim, demand, suit, loss, cost, expense or damage arises out of or is incidental to or in any way connected with (1) Applicant's establishment, use, and/or operation of certain recreational activities within the Government Use Zoning District as specified in Applicant's Beach Management Plan, (2) Village approval of Applicant's Beach Management Plan, or (3) Applicant's breach of this Covenant of Indemnification and Insurance (the "Covenant"). This Covenant shall survive the termination or expiration of the Beach Management Plan approval.
2. Throughout Applicant's establishment, use, and/or operation of recreational activities within the Government Use Zoning District as specified in the approved Beach Management Plan, Applicant shall maintain the following:
 - A. Commercial general liability insurance for bodily injury, death, or property damage occasioned by any act or occurrence arising out of or in connection with Applicant's establishment, use, and/or operation of recreational activities within the Government Use Zoning District as specified in Applicant's Beach Management Plan, with minimum liability limits of \$1,000,000.00 for bodily injury or death of any one person and \$3,000,000.00 for bodily injury or death of two or more persons in any one incident or event, and in the minimum amount of \$1,000,000.00 for damage to property resulting from any one incident. This shall include coverage for premises/operations, products/completed operations, contractual liability, and independent contractors. This policy shall include coverage for contractual liability specifically covering the indemnity set forth in this Covenant. The Village shall be named as an additional insured on this policy.
 - B. Automobile liability in the amount of \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage, covering all vehicles owned, leased, rented or otherwise hired or used by Applicant in association with Applicant's establishment, use, and/or operation of recreational activities within the Government Use Zoning District as specified in Applicant's Beach Management Plan. The Village shall be named as an additional insured on this policy.

C. Workers compensation and employer's liability, as required by Florida Statutes.

~~D. Each insurance policy shall state that it cannot be cancelled or modified without written notice to the Village at least 30 days prior to the effective date of cancellation or modification.~~

3. Simultaneously with its delivery of the executed Covenant, Applicant shall deliver to the Village Manager certificates of insurance indicating that the above referenced insurance coverage has been obtained consistent with the terms of this Covenant.
4. Applicant agrees that in the event of any litigation arising out of this Covenant, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, at both the trial and appellate level.
5. Applicant represents that Applicant has the full right, title and authority to enter into this Covenant and to make the provisions hereof binding and in full force and effect.

IN WITNESS WHEREOF, the Applicant has executed this Covenant of Indemnification & Insurance on the 29th day of November, 2005.

APPLICANT:

GBT Hotel Partners, LP
3250 Mary Street
Coconut Grove, FL

Mary A. Lake
By: Mary A. Lake
Title: Vice President

WITNESS:

By: Denise Martinez
[Signature]

By: CLAUDIA ESLAVA
[Signature]

Accepted by Village of Key Biscayne this _____ day of _____, 2005.

VILLAGE MANAGER

ATTEST:

CONCHITA ALVAREZ, CMC

VILLAGE CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

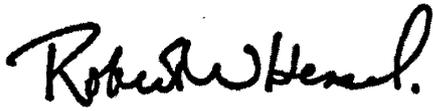
Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Producer Beecher Carlson Insurance Services, Inc. 2002 Summit Blvd., Suite 900 Atlanta, GA 30319	Coverages This is to certify that the policies of insurance listed below have been issued to the insured named to the left and are in force at this time. 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.
Insured Marriott International, Inc. and Subsidiaries 10400 Fernwood Road Bethesda, MD 20817 Attn: Dept. 52/924.36 (Insurance)	DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES The Ritz-Carlton Key Biscayne 415 Grand Bay Drive Key Biscayne, FL 33149 Div/Unit#: Beach Area Activities 73 R59
Issue Date: November 28, 2005	

Type of Insurance	Insurance Company	Policy Number	Effective Date	Expiration Date	Limits
Commercial General Liability					
<input checked="" type="checkbox"/> Occurrence Form <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Products Completed Ops. <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Broad Form Prop. Damage <input checked="" type="checkbox"/> Liquor Liability	American Home Assurance Co.	GL 574-96-51	10-1-05	10-1-06	\$5,000,000 Location Aggregate \$3,000,000 Products/Comp. Ops Agg. \$2,500,000 Each Occurrence \$ 500,000 Retention
Automobile Liability					
<input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Non-Owned	American Home Assurance Co.	MA: CA 301-77-62 TX: CA 301-77-63 VA: CA 301-77-64 All Others: CA 301-77-61	10-1-05	10-1-06	\$2,000,000 Combined Single Limit
Excess Liability					
<input checked="" type="checkbox"/> Umbrella Form	National Union Fire Insurance Company of Pittsburgh, PA	BE 4484920	10-1-05	10-1-06	\$8,000,000 Each Occurrence \$8,000,000 Location Aggregate \$100,000,000 Policy Aggregate
Workers' Compensation (Self-Insured States)					
Excess Workers' Compensation Employers Liability	National Union Fire Insurance Company	NC: XWC 661-04-51	10-1-05	10-1-06	Statutory \$1,500,000 Workers' Compensation Employers Liability (each accident) \$500,000 Retention
	American Home Assurance Co.	All Others: XWC 661-04-50			
	American Home Assurance Co.	NM: XWC 661-04-52			
Workers' Compensation (Insured States)					
Workers' Compensation Employers Liability	American Home Assurance Co.	CA: WC 661-04-48	10-1-05	10-1-06	Statutory \$2,000,000 Workers' Compensation Employers Liability (each accident)
	Insurance Company State of Penn	WI : WC 661-04-49 All Others: WC 661-04-47			

Special Conditions
 Additional Insured: Village of Key Biscayne limited to beach activities ONLY

Certificate Holder Village of Key Biscayne 85 West McIntyre Street Key Biscayne, Florida 33149	Cancellation Should any of the above described policies be cancelled or materially changed before the expiration date thereof, the issuing company will mail 60 days written notice to the Certificate Holder named to left. <div style="text-align: center;">  Authorized Representative </div> <p style="text-align: center; font-size: x-small;">SEE REVERSE SIDE FOR DESIGNATION OF ADDITIONAL INSURED.</p>
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Fidelity National Title
INSURANCE COMPANY OF NEW YORK

COMMITMENT NUMBER – NT03-0556

NTS FILE NO. 03ATL1511

Revised October 31, 2003

SCHEDULE A

1. Effective Date: September 6, 2003 at 8:00 A.M.
2. Policy or Policies to be issued:
 - (a) ALTA Owner's Policy (10-17-92) with Florida modifications
Proposed Insured: JAMESTOWN Key Biscayne Partners, a Georgia general partnership, and GB/JT Hotel Partners, L.P., a Florida limited partnership, as their interest may appear
 - (b) ALTA Loan Policy (10-17-92) with Florida modifications
Proposed Insured: N/A
3. The estate or interest in the land described or referenced to in this commitment and covered herein is:
Fee Simple and Easement
4. Title to the Fee Simple Estate or interest in said land is at the effective date hereof vested in:
G.B. Hotel Partners, Ltd., a Florida limited partnership
5. The land referred to in this Commitment is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Countersigned: **FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK**

Authorized Signatory

CVS/jac

Fidelity National Title
INSURANCE COMPANY OF NEW YORK

COMMITMENT NUMBER: NT03-0556

NTS FILE NO. 03ATL1511

Revised October 31, 2003

Exhibit "A"

Legal Description

PARCEL I – FEE ESTATE:

Tract A of GRAND BAY RESORT AND RESIDENCES, according to the Plat thereof, recorded in Plat Book 147, page 23, of the Public Records of Miami-Dade County, Florida, less and except the "Condominium Lot", as defined in that certain Declaration of Covenants, Restrictions and Easements for Grand Bay Resort dated May 3, 2001, made by G.B. Hotel Partners, Ltd, a Florida limited partnership, and recorded on May 18, 2001 in Official Record Book 19670, page 3963 among the Public Records of Miami-Dade County, Florida.

PARCEL II – FEE ESTATE:

The "Commercial Unit", as defined in the DECLARATION OF G.B. RESORT CONDOMINIUM HOTEL made by G.B. Hotel Partners, Ltd., a Florida limited partnership, dated May 3, 2001 and recorded on May 18, 2001 in Official Record Book 19670 at page 4016 among the Public Records of Miami-Dade County, Florida.

PARCEL III – EASEMENT ESTATE:

Non-exclusive easement rights as set forth and more particularly described in that Master Covenants for Grand Bay Resort and Residences by A W L Key Associates, a Florida general partnership, dated June 30, 1995, recorded July 3, 1995 in Official Record Book 16837, page 54, as amended by instrument(s) recorded in Official Record Book 16858, page 2435, and Supplemental Declaration thereto, recorded March 3, 1999 in Official Record Book 18501, page 4502, and as further amended by Certificate of Amendment to Design Guidelines for Grand Bay Resort and Residences, recorded July 21, 2000 in Official Record Book 19206, page 228, as assigned by A W L Key Associates to G.B. Hotel Partners, Ltd, by instrument recorded July 23, 1998 in Official Record Book 18200, page 4200, and as affected by Termination of Article XIX of Master Covenants for Grand Bay Resort and Residences, recorded September 27, 1999 in Official Record Book 18796, page 4312, in the Public Records of Miami-Dade County, Florida.

PARCEL IV – EASEMENT ESTATE:

Non-exclusive easement rights as set forth and more particularly described in that Declaration of Covenants, Restrictions and Easements for Grand Bay Resort by G.B. Hotel Partners, Ltd., a Florida limited partnership, dated May 3, 2001, recorded May 18, 2001 in Official Record Book 19670, page 3963, of the Public Records of Miami-Dade County, Florida.

The Ritz-Carlton Beach Management Hurricane Watch Program

Action	Requirement	Check
Stack chairs.	Staff Members: Two (2) Time: 2 hours	
Organize anchors and umbrellas.	Staff Members: Two (2) Time: 30 minutes	
Secure sailboats.	Staff Members: One (1) Time: 15 minutes	
Secure emergency vehicles.	Staff Members: One (1) Time: 15 minutes	
Move bicycles to garage.	Equipment: Golf Cart Staff Members: Two (2) Time: 15 minutes	
Store sails and life jackets in bins.	Staff Members: One (1) Time: 15 minutes	
Secure cabanas.	Staff Members: One (1) Time: 15 minutes	
Store flags.	Staff Members: One (1) Time: 15 minutes	
Secure gas and oil.	Staff Members: One (1) Time: 15 minutes	
Secure hut furniture.	Staff Members: One (1) Time: 15 minutes	
Fill tractor with diesel.	Staff Members: One (1) Time: 15 minutes	
Ensure all bins are locked. Move large Coolers to storage shed by tennis center.	Equipment: Golf Cart Staff Members: Two (2) Time: 30 minutes	
Move Golf Cart to storage in the shed and put on charger.	Staff Members: One (1) Time: 15 minutes	

The Ritz-Carlton Beach Management Hurricane Warning Program

Action	Requirement	Check
Stack chairs	Staff Members: Two (2) Time: 2 hours	
Transport anchors and umbrellas to safe storage under the hotel.	Equipment: Golf Cart Staff Members: Two (2) Time: 1 hour	
Drop and secure boat masts.	Staff Members: Two (2) Time: 30 minutes	
Move emergency vehicles under hotel.	Equipment: Golf cart Staff Members: Two (2) Time: 1 hour	
Move bicycles to garage.	Equipment: Golf cart Staff Members: Four (4) Time: 15 minutes	
Move sails and life jackets to the Ritz Kids Room.	Equipment: Golf Cart Staff Members: Two (2) Time: 10 minutes	
Move cabanas to storage.	Equipment: Tractor Staff Members: Three Time: 2 hours	
Move flags to storage. Empty towel hut.	Equipment: Golf Cart Staff Members: Two (2) Time: 30 minutes	
Move gas/ oil containers to shed by tennis center.	Equipment: Golf Cart Staff Members: One (1) Time: 20 minutes	
Move furniture to storage.	Equipment: Tractor Staff Members: Three (3) Time: 45 minutes	
Tractor to be filled with diesel and put in high car park. Give key to tennis center.	Staff Members: One (1) 10 minutes	
Ensure all bins are locked. Move the large coolers to the storage shed by the tennis courts.	Equipment: Golf Cart Staff Members: Two (2) Time: 30 minutes	
Move Golf Cart to storage in the hotel and place on charger.	Staff Members: One (1) Time: 15 minutes	

The Ritz-Carlton Beach Management Hurricane Evacuation Program

Action	Requirement	Check
Stack Chairs and move to safe shelter within the hotel. (Best done over two days in stages)	Equipment: Golf Cart Staff Members: Three (3) (One person stacking on beach two people transporting) Time: 4 hours	
Transport anchors and umbrellas to safe storage under the hotel.	Equipment: Golf Cart Staff Members: Two (2) Time: 1 hour	
Drop masts, secure and tie sailboats under hotel.	Equipment: Tractor & Sailboat dolly Staff Members: Three (3) Time: 2 hours	
Move emergency vehicles to tennis center.	Equipment: Golf cart Staff Members: Two (2) Time: 1 hour	
Move bicycles to bell stand or similar storage.	Staff Members: Four (4) Time: 15 minutes	
Move sails and life jackets to the Ritz Kids Room.	Equipment: Golf Cart Staff Members: Two (2) Time: 10 minutes	
Move cabanas to storage.	Equipment: Tractor Staff Members: Three Time: 2 hours	
Move flags to storage. Towel hut to be emptied.	Equipment: Golf Cart Staff Members: Two (2) Time: 30 minutes	
Move gas/ oil containers to shed by tennis center.	Equipment: Golf Cart Staff Members: One (1) Time: 20 minutes	
Move furniture to storage.	Equipment: Tractor Staff Members: Three (3) Time: 45 minutes	
Contact engineering to disconnect the phone etc.		
Tractor to be filled with diesel and put in high car park. Give key to Hotel Manager.	Staff Members: One (1) 10 minutes	
Ensure all bins are locked. Move the large coolers to the storage shed by the tennis courts.	Equipment: Golf Cart Staff Members: Two (2) Time: 30 minutes	
Move Golf Cart to storage in the hotel and place on charger.		

RESOLUTION NO. 2006- _____

A RESOLUTION OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A BEACH MANAGEMENT PLAN FOR ACTIVITIES WITHIN THE GOVERNMENT USE DISTRICT; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, pursuant to Section 30-102 of the Code of Key Biscayne, Florida, recreational activities are permitted within the Government Use District upon approval of a Beach Management Plan by the Village Council; and

WHEREAS, the applicant, The Ritz-Carlton, located at 455 Grand Bay Drive, Key Biscayne, Florida has submitted a Beach Management Plan proposing the use and operation of recreational activities within the Government Use District for approval by Village Council; and

WHEREAS, a public hearing of the Village Council was advertised and held, as required by law, and all interested parties were given an opportunity to be heard; and

WHEREAS, the Village Council having considered the evidence presented, finds that the proposed activities comply with the requirements of the applicable codes and ordinances and do not constitute a threat to public safety or welfare, or constitute a danger or impediment to the public beach area to the extent the application is granted herein.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. **Approval of Beach Management Plan.** In accordance with Section 30-102 of the Village Code, the Village Council hereby authorizes and approves the Beach Management Plan, attached and incorporated herein.

Section 3. **Conditions.** The Beach Management Plan as approved, is subject to the following conditions:

- (1) Failure to comply with the provisions of the Beach Management Plan as approved, or the conditions of this Resolution shall result in automatic revocation of Beach Management Plan approval.

Section 4. **Implementation.** That the Village Manager is hereby authorized to take any action which is necessary to implement this Resolution.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this _____ day of May, 2006.

ROBERT OLDAKOWSKI, MAYOR

ATTEST:
CONCHITA H. ALVAREZ, CMC

VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY