

Memorandum

From the Town of Juno Beach Planning & Zoning Department

To: Joseph Lo Bello, Town Manager
From: Ruben Cruz, Director of Planning & Zoning 
Date: June 13, 2016
Subject: Special Event Request – Aloha Surf Camp

Background

Staff received a request for a special event by Paul Vargas, owner of Aloha Surf Camp, to hold a summer surfing camp which consist of water sport activities, beach games, water rafts and surfing activities on the beach area that is east of the Loggerhead Marinelife Center. **This event is a recurring event in Town at the same location, and is why staff put it on the Consent Agenda.**

Discussion

The special event requested is an event in the form of a summer surfing camp that will take place on the beach area that is adjacent to the Loggerhead Marinelife Center. The application that has been provided by the applicant to the Town Council for approval indicates an anticipated attendance of 5-40 attendees and 4-7 employees working each event. The dates and times being requested are for the months of June, Monday - Friday from 8:00am - 4:00pm; July, Monday - Friday from 9:00am - 3:00pm; and August, Monday - Friday from 9:00am - 1:00pm. The public beach accesses are not being requested to be closed during the event, as to not disturb beach goers. Transportation to the event will be by the attendees privately owned vehicles; the attendees will use the public parking area located in Loggerhead Park near the beach area. The public parking area will be used to temporarily park Aloha Surf Camps equipment trailer(s), and as an egress and ingress to the County beach and ocean area as stated in the approved Palm Beach County Park and Recreation Beach Access Permit.

As indicated in the attached application, the event will be required to obtain various agency and department approvals during the application process should the Town Council approve the event.

Also, as with previous events, the applicant will be responsible during the permitting process to coordinate and pay for any police details or services required by that department. Last year, Town Council approved the event with the following conditions: (1) flat permit fee of \$1,000; (2) all parking, unloading and loading requirements shall be set by the Police Department.

Recommendation



Staff recommends that the Town Council consider the request for the Special Event proposed in Juno Beach as stated above, subject to the applicant being responsible for the application process for special events and all conditions and requirements following said application, including any additional agency, and department reviews/approvals/fees.



Town of Juno Beach
 340 Ocean Drive; Juno Beach, FL 33408
 Phone: (561) 626-1122; Fax: (561) 775-0812

Application for Off-Site Special Event

Note: The issuance of any Special Event permit from the Town of Juno Beach does not exempt the applicant from obtaining the appropriate Business Tax License (occupational license) and temporary liquor license from the State of Florida, Division of Alcoholic Beverages and Tobacco under Florida Statute, or, any other county or state required permits.

Fee Schedule:

<u>Event Type</u>	<u>Deadlines Application/Obligations</u>	<u>Application Fee</u>	<u>Permit Fee*</u>	<u>Security Deposit</u>	<u>Deadline Late Fee</u>
Low-Impact (Up to 999 attendees)**	60/14 days prior to event	\$100	\$100/day	\$500	\$200
Medium-Impact (1000-4999 attendees)	120/45 days prior to event	\$200	\$500/day	\$1,000	\$400
High-Impact (5000+ attendees)	120/45 days prior to event	\$300	\$1,000/day	\$5,000	\$600

*Permit Fee will be determined by the Town Council for off-site events lasting 4 or more consecutive days.

**Low-Impact events consisting of 25 attendees or less will be approved administratively.

Notes: Please initial each item below to confirm your understanding:

- Application Fee is due at time of Application submittal and is not refundable.
- Deadline Late Fee is an additional charge and is not refundable.
- Applications are not approved, nor Permit granted, until applicant has received a "Letter of Approval" from the Planning and Zoning Director outlining obligations and fees.
- Permit Fees and Security Deposit are due 14/45 days prior to the event. These fees may be refunded if the event is canceled or postponed at least 7/14 days prior to the event date.
- After the event, Security Deposit, or a portion of, may be returned after an inspection is completed by Town Staff. The Town shall determine what portion of the Security Deposit may be returned.
- Failure to comply with restrictions imposed automatically forfeits the Security Deposit.
- Town Staff will determine if application will require additional conditions to be added or existing conditions modified, dependent upon each individual event.
- Failure to provide the required obligations, fees and deposits 14 or 45 days prior to the event date, as indicated above, will subject the applicant to the Late Fee and/or cancellation of event.
- Additional charges may apply for Police and/or Public Works services, Town Staff will determine what services are required. Please read Sections III and IV. Deadline for these fees are 14 or 45 days prior to the event date, as indicated above, subject to Late Fee and/or cancellation of event.

Section I Instructions for Applicant

1. Applicant shall complete Section II of this application. (Town Staff will review the Applicants submittal and complete other sections as required.)
2. Attach the following with this application:
 - a) Attach Application Fee, and Late Fee if applicable. (All fees are Payable to the Town of Juno Beach.)
 - b) Plot/Site Plan (drawing/sketch), showing the site upon which you are proposing your special event, identifying parking areas, adjacent roadways, existing structures, proposed (temporary) structures/items, road closures, barricades/fences, etc.;
 - c) Attach letter(s) of approval from all outside agencies: (i.e. Palm Beach County (PBC) Parks and Recreation, PBC-Traffic Division, PBC-Fire Rescue, Florida Department of Transportation, Department of Environmental Protection, Environmental Resources Management, Coast Guard, etc.)
 - d) Copy of current insurance certification(s) with the **Town of Juno Beach** listed as **"Additionally Insured"** with a **minimum amount of \$1,000,000.00 liability coverage**; (or state your ability to provide it with all other obligations).
 - e) Notarized Letter of approval from property owner(s).
 - f) Copy of Driver License.
3. Sign and date this application at the end of Section II.

Section II Required Information

▪ **Regarding the Applicant:**

Name of Applicant/Sponsor: Paul Vargas Phone: 543-7873

Relationship to Organization Represented; owner/founder

Address of Applicant/Sponsor: 1714 17th ct Jupiter, FL 33477

Name, Address, Phone of Organization Represented: S.A.B.

Principal contact person on Event Day/Phone: S.A.B.

Alternate contact person on Event Day/Phone: Bridgette Spinny 222-1962

▪ **Regarding the Subject Location (where the proposed special event is being requested):**

Address/Location: 14200 US1 Juno Beach FL 33408

Name of Subdivision: Loggerhead Park

▪ **Regarding the Special Event Specifics:**

Please describe the special event being requested: Aloha Surfing School.
We teach surfing, ocean safety skills, educate students on
proper surfing ~~etiquette~~ etiquette & lifeguard safety.
students participate in body boarding, beach games, water
ratts, tubing & dodgeball. Arts & crafts & also swimming

Indicate roadway(s) to be closed: Ø

Indicate if amusement rides (type/quantity) are part of the event: Ø

Indicate if alcohol will be served at the event and who will serve: Ø

Indicate types of equipment, tents, trailers or other temporary structures that will be part of the event: surf boards & watersport activities, Beach tents,
trailers

Number of employees/volunteers working the event: 4-7

Number of anticipated attendees for the event: weekly camp, low impact

Length of time proposed for the event to take place, including set-up and tear down, (dates/times): weekly summer camp, throughout summer starting may 30th

▪ **Regarding other Town Services:**

If Police and/or Public Works services are being requested, please indicate your anticipated duties: (Regardless of your anticipated need, Town staff may determine that Police and/or Public Works services are required for your event, refer to letter of approval):

Please initial to confirm attachments:

- Application Fee, and Late Fee, if applicable. (Payable to Town of Juno Beach)
- Plot/Site Plan
- Outside agency letter(s) of approval
- Insurance Certificate
- Notarized Letter from property owner
- Copy of Driver License

Indicate items not submitted and reasons for non-submittal: sewer is property
owner. side plan same as last year.

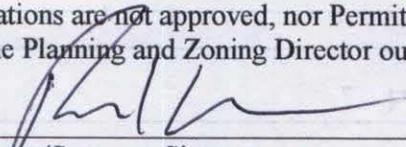
Hold Harmless Agreement:

In accordance with the Town of Juno Beach Code of Ordinances, in permitting any special event, the applicant shall meet all requirements set forth in Chapter 34 and is subject to Town Council approval. In addition, Town Staff shall prescribe appropriate conditions and safeguards and obligations and fees as required.

By submittal of this application, the sponsor agrees to indemnify and hold harmless the Town of Juno Beach, its officers, employees and agents from and against all loss, costs, expenses, including attorney's fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by sponsor, its officers, employees, and agents under any of the terms of this Special Event Application.

If any unforeseen circumstance(s) occur and/or the sponsor fails to meet the requirements the Town has set forth, the Town Manager or Police Chief shall have the right to cancel or stop the event either before commencement of the event and/or during the event.

Applications are not approved, nor Permit granted, until applicant has received a "Letter of Approval" from the Planning and Zoning Director outlining obligations and fees.


Applicant/Sponsor Signature

5.24.16
Date

Paul Vargas
Print Name

Office Use Only:

Received By _____

Date (Please Date Stamp) _____

Town Calendar has been reviewed and event "Tentatively" Scheduled with 2 day alert.

Completed By _____

Date _____

Event status shall be updated when approved. Completed by: _____

Section V Application Review

Director of Planning & Zoning _____ Date _____

Police Chief _____ Date _____

Public Works Director _____ Date _____

Finance Director _____ Date _____

Town Manager _____ Date _____

Section VI Post Event Inspection and Security Deposit Status

Post event Comments, Issues List and recommended Security Deposit withheld:

* _____ *Amount and Date Returned of the Security Deposit.*
Amount *Date*

Director of Planning & Zoning _____ Date _____

Police Chief _____ Date _____

Public Works Director _____ Date _____

Finance Director _____ Date _____

Town Manager _____ Date _____

Certificate of General Liability & Accident Medical Insurance

DATE (MM/DD/YYYY)
05/05/2016

PRODUCER Phone: (800) 747-9573 Fax: (303) 422-1276
The Camp Team
 9035 Wadsworth Pkwy., Suite 3840
 Westminster, CO 80021

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.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED Sports and Recreation Providers Assoc. (purchasing group) and its members.
Aloha Surfing School L.L.C.
 1714 17th Ct.
 Jupiter, FL 33477

INSURER A: United States Fire Ins. Co.
 INSURER B: United States Fire Ins. Co.
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ACCL INFRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	SRPGP-101-0715	06/01/2016	06/01/2017	EACH OCCURRENCE	\$ 1,000,000
	X	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 300,000
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 0
	X	INC ATHLETIC PARTICIPANTS				PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS-COMP/OP AGG.	\$ 2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO				BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		HIRED AUTOS					
		NON-OWNED AUTOS					
B		ACCIDENT MEDICAL	To Be Determined	06/01/2016	06/01/2017	MAXIMUM MEDICAL BENEFIT PER CLAIM	\$ 10,000
	X	Excess To Primary Health Ins.				ACCIDENTAL DEATH & DISMEMBERMENT	\$ 2,500
	X	Policy will not cover primary health insurance deductibles, co-pays, program limits, or out of network care. If injured party does not have primary care, excess coverage becomes primary.				DEDUCTIBLE PER CLAIM	\$ 100
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE	\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
OTHER:							

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

Surfing
 Additional Insured(s): Certificate holder is added as additional insured in regards to the operations of the insured.

CERTIFICATE HOLDER

Town of Juno Beach
 340 Ocean Dr
 Juno Beach FL 33408

CANCELLATION

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

Harold Leid Harold Leid

Frank Davila

From: Paul Vargas <paulvargas7@msn.com>
Sent: Tuesday, May 24, 2016 10:37 AM
To: Frank Davila
Subject: Fw: 2016 Draft Beach Access Permit
Attachments: Aloha Surfing School - 2016 Permit.docx

Frank,
I just spoke with John @ Palm Beach County
There a little behind on the signatures, he told me to send this to you. They have a permitting process that has it signed at the end of the week.
I requested it get signed earlier and there going to try today. I will be stopping by today to drop off permit app and check.
Let me know if theres anything else you need.
Thank You,
Paul

Aloha Surfing School LLC.
www.alohasurfingschool.com
paulvargas7@msn.com

From: John Wildner <jwildner@pbcgov.org>
Sent: Wednesday, May 18, 2016 5:58 PM
To: Paul Vargas
Subject: 2016 Draft Beach Access Permit

Hi Paul,

Following up on our conversation, attached is the draft renewal for your beach Access Permit to Use Loggerhead Park and Jupiter Beach Park for your Commercial Surf School Business. Please review and let me know if you have any questions.

Feel free to share this draft with the Town of Juno. We have a number of commercial camp renewals in progress and tend to process them all at one time prior to the beginning of the Summer. We do not anticipate any problems with your renewal. Thanks.

John

John Wildner
Palm Beach County
Parks and Recreation Department
Finance and Support Services
561-963-6707

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

BEACH ACCESS PERMIT NO. 10/29/41

APRIL 9, 2016 – APRIL 8 2017

Authorization for the commercial use of Palm Beach County Parks and Recreation Department's **Loggerhead Park** property, located at, 14200 U.S. Highway 1, Juno Beach, FL 33408 and **Jupiter Beach Park** Property, located at 1375 Jupiter Beach Road, Jupiter, FL, is granted to **Aloha Surfing School**, L.L.C., (hereinafter referred to as "Organization") for the purpose of operating private surf schools and other beach related sport camps (hereinafter referred to as "Activities") for up to a maximum of 30 participants at any one time.

Authorization is granted, provided the following terms and conditions are met:

1. The beach park will only be used by the Organization and its participants as ingress and egress to the County beach and ocean area that is outside of the County designated swimming area. The designated swimming area is located between the buoy and boundary markers of the public beach area. Surfing Lessons and/or instruction shall not occur any area of the beach designated as a "swimmers-only area". No person shall conduct themselves in such manner as to endanger bystanders, swimmers, water skiers, surfers, or occupants of vessels. No instruction/class is permitted after sunset or before sunrise.
2. The Organization shall be obligated to strictly enforce all terms and conditions of this Permit, and, in general, good standards and practices for the safe and orderly use of the beach park. The person signing this agreement is responsible for ensuring enforcement of all requirements, and for the safety and conduct of all participants, employees, agents and subcontractors of the Organization. The Organization shall be bound by all Ordinances of Palm Beach County, as are now or may hereafter be adopted, as fully as though the same were inserted in each permit, and in particular, Palm Beach County Ordinance 2004-022, and the same as may be amended with respect to any and all rules and hours of operation. Non-compliance may result in denial of future use of the beach park(s).
3. The Organization and its participants shall not commit or permit any reckless or dangerous conduct on the beach park premises at any time. This includes, but is not limited to, violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.
4. The use of drugs or alcoholic beverages on the premises is prohibited at all times. No person who is intoxicated or under the influence of drugs or alcohol is permitted to be on the beach park premises.
5. No person shall distribute, display or affix any printed materials or advertisements to or within any park property
6. The Organization, its participants, employees, agents, subcontractors and its guests shall not prohibit or hinder Palm Beach County staff, duly authorized agents, or any peace officers from performing their official duties. The Organization shall ensure that they and all participants and guests obey instructions from Palm Beach County Sheriff's Officers, Park Rangers and Ocean Rescue staff.

BEACH ACCESS PERMIT NO. 10/29/41

APRIL 9, 2016 – APRIL 8 2017

7. The Organization shall indemnify, save harmless and defend the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Permit for any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the premises by reason, during, or as a result of the use of the of the beach park premises and its appurtenant facilities by the Organization, its members volunteers, participants, officials, agents, sponsors and employees, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Organization or by Organization against any third party, Organization shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Organization recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Agreement without Organization's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Permit.
8. Prior to execution hereof, the Organization, shall provide a Certificate of Insurance to the County and shall maintain in full force and effect during the term of this Permit a commercial (comprehensive) general liability policy in the minimum amount of \$1,000,000.00 per occurrence, listing **"Palm Beach County Board of County Commissioners a Political Subdivision of the State of Florida its Officers Agents and Employees"** as additional insured. Said certificate shall provide that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. A certificate of insurance evidencing that such required insurance is in place shall be submitted to the County before the Organization shall be permitted authorized access to the premises, and this required insurance coverage shall be a continuous condition precedent to the continued use of the premises by the Organization. This Permit shall terminate immediately upon expiration, cancellation or non-renewal of the required insurance(s). Failure by the Organization to forward a properly executed, current or updated certificate of insurance to the designated County representative prior to or upon the expiration date of the certificate on file with the County may result in termination of this Permit.
9. The Organization shall require each and every participant to sign Organization's waiver of liability prior to any surf instruction, practice or competition.
10. The Organization understands that the property is County owned property. The County may revoke authorization for use of the beach park(s), with or without reason, with 15 days notice, at which time this Permit will terminate. Permit fees may be pro-rated and reimbursed to the Organization if such termination is through no fault of the Organization.
11. The Organization shall ensure that the beach area utilized for the Activities is kept clear of litter and debris.

BEACH ACCESS PERMIT NO. 10/29/41

APRIL 9, 2016 – APRIL 8 2017

12. Organization shall not disturb sea turtles, sea turtle nests, sea turtle eggs, or hatchlings. Organization shall not encroach upon any sea turtle nests, or insert any post, stay, spike, anchor or any other item that could potentially harm sea turtle nests, into the sand during turtle season, from March 1st through November 1st of each year.
13. Prior to the beginning of Summer Camp operations, the Organization shall provide to the Department an affidavit signed by an authorized representative specifying that its programs are in compliance with Florida Department of Children and Families regulations concerning staff background screening.
14. In consideration of the Organization's use of Jupiter Beach Park, and Loggerhead Park as specified in this permit, Organization shall pay the County the sum of \$2,100.00, plus applicable tax. Upon receipt of payment and issuance of Organization's annual permit, Organization may request the use of additional Parks and Recreation Department beachfront properties for the sum of \$325.00 per property. Each additional property, once paid for, will be added to this permit and will carry the same expiration date, regardless of when the property was added to the permit. As requested by the applicant, a commercial overnight parking fee at Loggerhead Park is also charged. Total cost for this permit is calculated as follows: \$2,100 (base fee for one location), \$325 (additional location fee) \$600 (commercial overnight parking fee for 12 months), \$181.50 (tax @ 6%) = **\$3,206.50 Total Fee.**

The signature below acknowledges the Organization's understanding of and agreement with the conditions of this Permit, and certifies that the information provided by the Organization is complete and accurate to the best of its knowledge. Organization understands that failure to abide by the terms and conditions of this Permit may lead to the cancellation of the permit, the denial of future permits, and/or other legal action by Palm Beach County.

Agreed: _____

Paul Vargas, Manager
Aloha Surfing School, L.C.
851 Madison Court
Palm Beach Gardens, FL. 33410

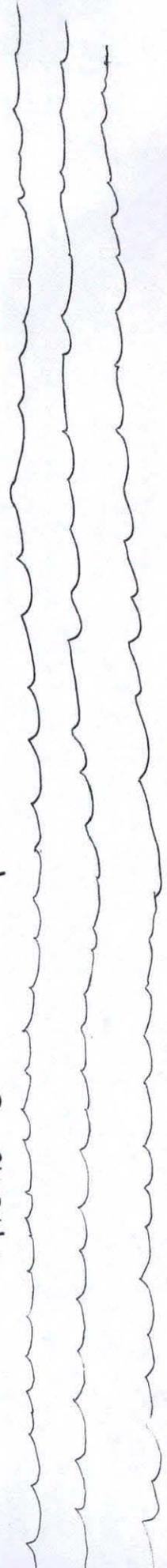
_____ Date

Approved: _____

Eric Call, Director
Palm Beach County Parks and Recreation
2700 6th Avenue South
Lake Worth, FL. 33461

_____ Date

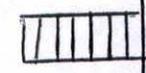
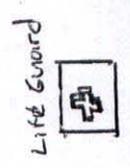
Aloha Surf Camp



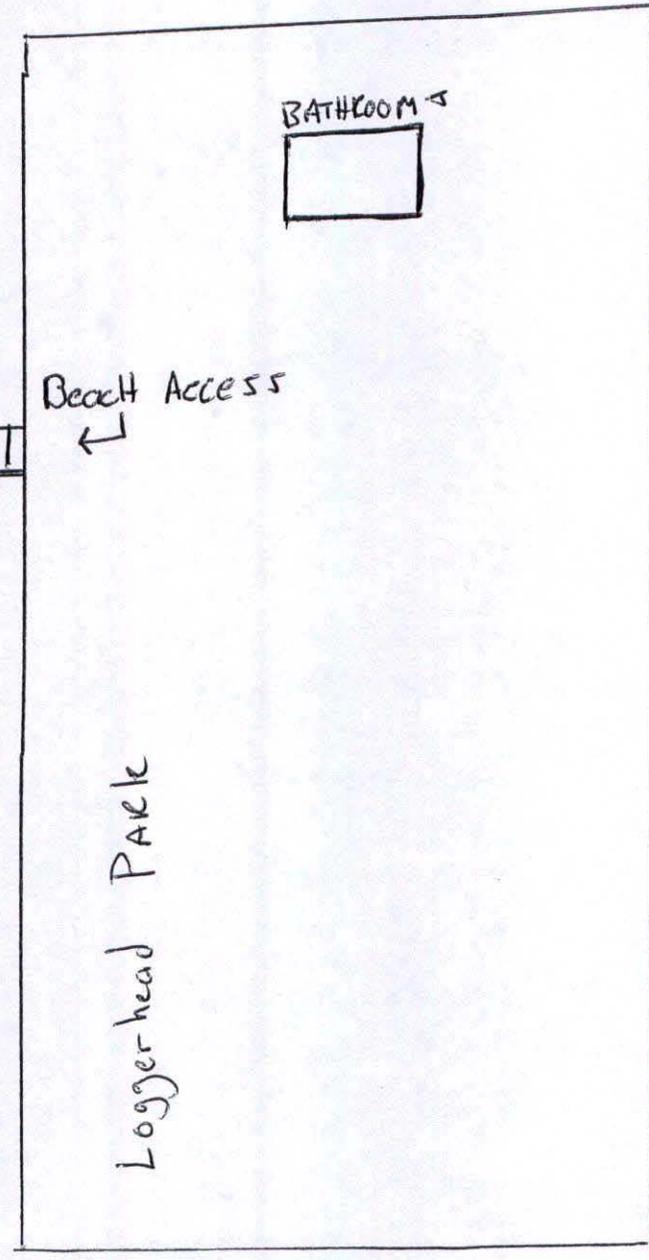
10x10 pop up tents



SURF SANDBAR
X



Beach Rd



Beach Access

Loggerhead Park



US I