



APPLICATION FOR OUTDOOR SEATING / DINING

Restaurant Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Restaurant Address: \_\_\_\_\_ South Miami, Florida \_\_\_\_\_

Applicant: \_\_\_\_\_ Phone: \_\_\_\_\_

Applicant's signature \_\_\_\_\_ Date \_\_\_\_\_

Print Property Owner's Name (Name must match property record)

Property Owner's signature \_\_\_\_\_ Date \_\_\_\_\_

NOTICE

This permit is not transferable in any manner, and is strictly a conditional use permit issued for a period of one year, renewable automatically at time of annual occupational license renewal. All of the standards and regulations set forth in the Land Development Code Section 20-3.3(E), shall be applicable to an outdoor seating/dining area.

Any violation of the regulations and standard set forth in Section 20-3.3(E) of the Land Development Code shall constitute a separate incident of violation and shall result in a \$500.00 a day fine for each day of continued violation.

FEES

The City of South Miami will charge an annual fee for the following conditions:

- The FY2011-2012 fee of \$55 shall be charged for each seat that is located on the public rights-of-way. The annual fee for each outdoor seat shall be automatically increased by \$10 each year until the fee for each outdoor seat is \$65.
A fee of \$520 shall be charged for any stand alone table top with no seating which is used for consumption of beverages or food which is located on public rights-of-way.
A fee of \$250 shall be charged for all outdoor dining/seating use permits using private property.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:
Location of the Outdoor Seating/Dining: [ ] Private Property [ ] Public Property [ ] Both
Required Materials to be submitted and attached hereto:
[ ] Property/Boundary Survey [ ] Indemnity Agreement
[ ] Outdoor Seating Plan/Dining Area Plan [ ] Proof of Insurance
[ ] Number of Indoor Seats: \_\_\_\_\_
[ ] Number of Proposed Outdoor Seats within Public Right-of-Way: \_\_\_\_\_
[ ] Number of Proposed Outdoor Seats within Private Property: \_\_\_\_\_
[ ] Number of Proposed Table Tops: \_\_\_\_\_
[ ] Hours of Operation \*\*: \_\_\_\_\_
[ ] Date & Time of Cleanup/Maintenance \*\*\*: \_\_\_\_\_
Additional materials to be submitted and attached hereto (if applicable):
[ ] Adjacent property used for seating/dining area: Address: \_\_\_\_\_ (Adjacent Property Owner Consent Form)
[ ] Amplified Sound Agreement \*\*

RECOMMENDATION OF DEPARTMENT HEAD

[ ] APPROVED [ ] APPROVED AS REVISED/WITH CONDITIONS [ ] DISAPPROVED

Planning and Zoning Director's Signature \_\_\_\_\_ Date \_\_\_\_\_

[ ] APPROVED [ ] APPROVED AS REVISED/WITH CONDITIONS [ ] DISAPPROVED

Code Enforcement Director's Signature \_\_\_\_\_ Date \_\_\_\_\_

[ ] APPROVED [ ] APPROVED AS REVISED/WITH CONDITIONS [ ] DISAPPROVED

City Manager's Signature \_\_\_\_\_ Date \_\_\_\_\_

**OFFICE USE ONLY**

Date of Filing: \_\_\_\_\_ Fee: \$ \_\_\_\_\_

Date Sent to City Attorney: \_\_\_\_\_ Date of City Attorney Approval: \_\_\_\_\_

Permit Conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Reviewing Staff (Print Name)

\_\_\_\_\_ Reviewing Staff Signature

\* The Outdoor Seating/Dining Area Plan shall mean the layout (site plan) of the location of all tables, chairs (including number and type of chairs), benches and other furniture; pedestrian ingress and egress; location of refuse containers, outdoor speakers, umbrellas, heaters, city poles, fire hydrants and any other elements necessary to illustrate the proposed outdoor seating/dining use and area (all drawings must be titled, indicate orientation, and be at a scale of 1" = 20' submitted on 11"x17" copy). The site plan must clearly indicate which seats and tables are on private property and which are on the public right-of way. Tables, chairs and all other furniture used in the operation of an outdoor seating/dining area on the public rights-of-way shall not be anchored or restrained in any manner.

Pursuant to Section 20-3.3(E)(9) of the Land Development Code, outdoor seating/dining use and area shall not interfere with the free and unobstructed pedestrian or vehicular circulation of traffic, public access to any street intersections, crosswalks, public seating areas and conveniences, bus stops, alleys, service casements, handicap facilities, or access to any other commercial establishments. The width and location of the sidewalk pedestrian passage shall be as follows:

- (a) If there is seating on one side of the sidewalk, a minimum of five (5) feet of sidewalk must remain clear and unobstructed for pedestrian passage including room for maneuvering of chairs;
- (b) If there is seating on two sides of the sidewalk a minimum of five (5) feet of sidewalk between the two seating areas must remain clear and unobstructed for pedestrian including room for maneuvering of chairs;
- (c) All outdoor furniture including but not limited to tables, chairs, umbrellas, and outdoor planters shall be located a minimum of 18 inches from the curb.

Individual table umbrellas, planters, or other such non-stationary elements may be permitted within the outdoor seating/dining area and where applicable shall have a minimum clearance height of seven (7) feet above the sidewalk. Carts and trays for serving food are permitted in the outdoor seating/dining area but must comply with Section 20-3.3(E)(9)(a) and Section 20-3.3(E)(9)(b) of the Land Development Code. The maximum number of outdoor seats shall not exceed 80% of the number of indoor seating, except for restaurants with indoor seating of 25 seats or less which may have outdoor seats not to exceed 100% of the number of indoor seats.

\*\* Outdoor seating/dining uses and area must apply for and receive specific approval to provide amplified sound of any kind in the outdoor seating area. In the event the City Manager determines that the amplified sound constitutes a public nuisance, the City Manager shall impose additional conditions; in the event of a second offense, shall revoke the approval authorizing the use of amplified sound. Sound must be kept at a low volume so as to not disturb neighboring business, residences, or to be audible in neighboring residential districts.

\*\*\* The applicant must provide the City with a schedule of when the restaurant will be open for business with outdoor seating and dining operational. A schedule must also be provided for the times at which the outdoor seating and dining area will be cleaned and when maintenance will be performed.

**OPERATIONAL HOURS**

During the hours of 7:00 a.m. to closing, all outdoor furniture must be placed as shown on the approved site plan. After closing, outdoor furniture must be neatly stacked to a maximum height of five (5) feet without blocking the sidewalk. Chairs left outside when stacked must be covered with a City approved cover.

**SPECIAL NOTICE**

Outdoor seating/dining use may be temporarily suspended by the City Manager for public use/purpose, utility, sidewalk or road repairs, or emergency situations. The length of suspension shall be determined by the City Manager, as necessary. Removal of all street furniture and related obstructions shall be the responsibility of the owner/operator of the outdoor seating/dining. Violations of provisions contained in the Land Development Code set forth above or violations of Federal regulations pertaining to handicap access may also result in the suspension or revocation of an outdoor seating/dining use permit by the City Manager. Removal of all street furniture and related obstructions shall be the responsibility of the owner/operator of the outdoor seating/dining. Tables, chairs and other furniture on the sidewalk may be removed by the city, and a reasonable fee charged for labor, transportation, and storage shall be levied should the business fail to remove said items within thirty-six (36) hours of receipt of the city's notice to do so for any reason under Section 20-3.3(E) of the Land Development Code.

c: Finance Department  
Code Enforcement Department

**Attachments:** Outdoor Seating/Dining Ordinance, Ordinance No. 33-08-1968; Fee Schedule, Resolution No. 150-08-12747; Indemnity Agreement; Amplified Sound Agreement; Sample Site Plan.



## CITY OF SOUTH MIAMI

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**NOTE: The following statement must be included on applicant's Certificate of Liability Insurance**

*“The City of South Miami is an additional named insured, other than for workers' compensation coverage. The policy shall not be modified nor cancelled for any reason, including non-payment of premium, without first providing the City of South Miami with 30 days written notice of such intended event.”*

**ORDINANCE NO. 33-08-1968**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, RELATING TO REQUEST TO AMEND LAND DEVELOPMENT CODE SECTION 20-3.3(E) ENTITLED "OUTDOOR SEATING/DINING FOR ALL COMMERCIAL PROPERTIES, EXCEPT FOR PROPERTIES IN THE RO RESIDENTIAL OFFICE ZONING DISTRICT." IN ORDER TO AMEND THE REQUIREMENTS AND STANDARDS APPLICABLE TO OUTDOOR SEATING FOR RESTAURANTS; DELETING REPETITIVE SECTION 20-7.29 ENTITLED "OUTDOOR SEATING/DINING USES AND AREAS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Department has initiated a program to update, clarify, and improve the provisions of the City's Land Development Code (LDC) and to update provisions of the City's Land Development Code;

**WHEREAS** the Planning Board has expressed concern that the current standards governing outdoor seating/dining areas for restaurants, contained in Land Development Code require additional standards in order to address parking requirements associated with outdoor seating, proper storage of outdoor furniture; creating a probationary period during the first year of operation and developing procedures for revoking and appealing revocation of conditional use permits; and

**WHEREAS**, the Planning Department has concluded that the current standards governing outdoor seating/dining areas for restaurants, contained in the Land Development Code Section 20-3.3(E), and Section 20-7.29 are identical and as such the standards should be included in just one section of the Land Development Code; and

**WHEREAS**, the Planning Department has reviewed the subject regulations and has prepared an ordinance amending LDC Section 20-3.3(E) in order to provide the additional requirements and standards for outdoor seating and dining; and

**WHEREAS**, Planning Department's proposed amendments of Section 20-3.3 (E) will apply to commercial properties located in the Hometown District; and

**WHEREAS**, at its July 8, 2008, after public hearing regarding the proposed amendments to Sections 20-3.3(E) and deletion of Section 20-7.29 of the Land Development Code, the Planning Board voted 4 ayes and 2 nays to recommend approval of the proposed amendments to the City Commission; and

**WHEREAS**, the City Commission desires to accept the recommendations of the Planning Board and enact the aforesaid amendments.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA:**

**Section 1.** That Section 20-3.3(E) of the South Miami Land Development Code is hereby amended to read as follows:

Section 20-3.3 Permitted Use Schedule

\* \* \* \*

*(E) Outdoor Seating/Dining for All Commercial Properties, except for Properties in the RO Residential Office Zoning District.*

(1) An application for outdoor seating and dining on private property or on public rights-of-way must be filed with the Planning Department. The application shall include a layout (site plan) of the location of all tables, chairs (including number and type of chairs), benches, and other furniture; pedestrian ingress and egress; location of refuse containers; location of outdoor speakers; and other elements necessary to illustrate the proposed outdoor seating/dining use and area (all drawings must be titled, indicate orientation, and be at an acceptable scale). If applicable, the site plan must clearly indicate which seats and tables are on private property and which are on the public right-of-way.. The City Manager shall require that an amended site plan be submitted in order to address specific problems. The following definitions shall be applicable:

- (a) Seating-shall mean any type of chair or furniture used by customers in the act of consuming beverages or food;
- (b) Table-any furniture which is used for the placement of food or beverages.

(2) Outdoor seating/dining areas and uses of the public right-of-way and/or any private property may be approved, denied, or approved with conditions, modifications, safeguards, or stipulations appropriately and reasonably related to the intent, purposes, standards, and requirements of the related regulations by the City Manager. Such outdoor seating/dining permit shall not be transferable in any manner and is strictly a conditional use permit, issued for a period of one year, renewable annually via payment of the annual occupational license fee and if applicable, payment of the per seat fee set forth below.

(3) The fee for outdoor dining/seating use and area shall be charged annually for each outdoor seat located on public rights-of-way and or any stand alone table top with no seating which is used for consumption of beverages or food. The fees to be charged shall be set forth in a resolution or ordinance to be adopted by the City Commission. The permit fee shall be added to the annual occupational license fee and the payment of all outstanding violation fees for the main business.

(4) The applicant shall provide an indemnity agreement that is acceptable to the City Manager. This agreement will include specification of liability insurance provided.

(5) An outdoor seating/dining use and area permit may be revoked by the City Manager upon finding that one or more conditions of these regulations have been violated, or that the outdoor seating/dining area and use is being operated in a manner which is inconsistent with the approved site plan or constitutes a public nuisance, or in any way constitutes a reasonable risk of potential liability to the City. A decision by the City Manager to revoke permit for failure to comply with the one or more conditions or regulations may be appealed by the owner or operator to the City Commission. An appeal must be filed with the City Clerk within 30 days of receipt of written notice of the City Manager's decision. An appeal of the City Manager's decision does not stay the implementation of the City Manager's decision. The City Commission shall hear and enter a decision on any appeal taken within 60 days from the date the appeal is filed. The City Manager's decision shall be in writing and indicate what provisions of the City's code of ordinances have been violated and/or what public nuisance or risk of potential liability to the City predicated the decision of the City Manager.

(6) Outdoor seating/dining use and area may be temporarily suspended by the city manager for public use/purpose, utility, sidewalk or road repairs, emergency situations, or violations of provisions contained herein. The length of suspension shall be determined by the city manager as necessary. Removal of all street furniture and related obstructions shall be the responsibility of the owner/operator of the outdoor seating/dining.

(7) Outdoor seating/dining use and area may be temporarily expanded by the City Manager upon receipt of a written request including a site plan during special events.

(8) Outdoor seating/dining area shall be kept in a neat and orderly appearance and shall be kept free from refuse and debris. The applicant shall be responsible for daily cleaning and sweeping of the outdoor seating/dining area and for the cleanliness and maintenance of any outdoor planters immediately adjacent to the outdoor seating/dining area. Cleaning shall include twice-monthly pressure cleaning or other appropriate cleaning methods, as determined by the City. Use of city sidewalks for trash and garbage removal shall be prohibited.

(9) Outdoor seating/dining use and area shall not interfere with the free and unobstructed pedestrian or vehicular circulation of traffic, public access to any street intersections, crosswalks, public seating areas and conveniences, bus stops, alleys, service casements, handicap facilities, or access to any other commercial establishments. The width and location of the sidewalk pedestrian passage shall be as follows:

a) If there is seating on one side of the sidewalk, a minimum of five (5) of sidewalk must remain clear and unobstructed for pedestrian passage including room for maneuvering of chairs;

b) If there is seating on two sides of the sidewalk a minimum of five (5) of sidewalk between the two seating areas must remain clear and unobstructed for pedestrian passage including room for maneuvering of chairs;

c) All outdoor furniture including but not limited to tables, chairs, umbrellas, and outdoor planters shall be located a minimum of 18 inches from the curb.

(10) Outdoor seating/dining area on the public rights-of-way shall be open and un-enclosed. No building structures of any kind shall be allowed in and over any portion of the outdoor seating/dining area located on public property.

(11) Tables, chairs and all other furniture used in the operation of an outdoor seating/dining area on the public rights-of-way shall not be anchored or restrained in any manner. Individual table umbrellas, planters, or other such non-stationary elements may be permitted within the outdoor seating/dining area and where applicable, shall have a minimum clearance height of seven (7) feet above the sidewalk.

(12) Outdoor seating /dining uses and area must apply for and receive specific approval to provide amplified sound of any kind in the outdoor seating area. In the event the City Manager determines that the amplified sound constitutes a public nuisance the City manager shall impose additional conditions; in the event of a second offense shall revoke the approval authorizing the use of amplified sound. Sound must be kept at a low volume so as to not disturb neighboring businesses, residences, or to be audible in neighboring residential districts. Plans for amplified sound must be submitted with the site plan. Each establishment must sign an agreement to have amplified music.

(13) Outdoor seating/dining use and area on public rights-of-way shall be restricted to the length of the sidewalk or public right-of-way immediately fronting the cafe or other establishment. The utilization of space extending beyond the subject property frontage onto the immediately adjacent property, however, the seats and chairs in this location may not abut the adjacent storefront windows may be authorized. This expansion is subject to annual written consent provided by the property owners in front of whose properties the outdoor seating/dining service would occur. The annual written consent form shall be provided to the City and shall include an insurance policy naming the City as co-insured and a hold harmless clause in favor of the City.

(14) Outdoor seating/dining area shall be at the same elevation as the adjoining sidewalk or public right -of-way.

(15) Carts and trays for serving food are permitted in the outdoor seating/dining area but must comply with the provisions of Section 9 (a) and (b).

(16) The maximum number of outdoor seats shall not exceed 80% of the number of indoor seating, except for restaurants with indoor seating of 25 seats or less which may have outdoor seats not to exceed 100% of the number of indoor seats.

(17) During the hours 7:00 AM to closing all outdoor furniture must be placed as shown on the approved site plan. After closing, outdoor furniture must be neatly stacked to a maximum height of five feet without blocking the sidewalk. Chairs left outside when stacked must be covered with a City approved cover.

(18) No person, property owner, lessee or restaurant shall provide or permit outdoor seating/dining without a permit. Each day that outdoor seating/dining occurs without a permit shall constitute a separate incident of violation and shall result in a \$500.00 a day fine for each

day of continued violation. The continuing operation of outdoor restaurant seating without a permit after the receipt of a violation notice from the City Manager may result in the revocation of the restaurant occupational license pursuant to Section 13-16 of the City Code.

(19) Any violation of the regulations and standards set forth in this section shall constitute a separate incident of violation and shall result in a \$500.00 a day fine for each day of continued violation.

(20) The City Manager or his/her designee may order all seats, tables, and planters to be removed in the event of a pending storm, hurricane, or other declared emergency.

(21) Tables, chairs and other furniture on the sidewalk may be removed by the city, and a reasonable fee charged for labor, transportation, and storage shall be levied should the business fail to remove said items within 36 hours of receipt of the city's notice to do so for any reason under this section. In the event of a pending storm, hurricane or other declared emergency the City Manager may reduce the 36 hour time frame.

**Section 2.** That Section 20-7.29 entitled "Outdoor seating/dining uses and areas" of the South Miami Land Development Code is hereby deleted.

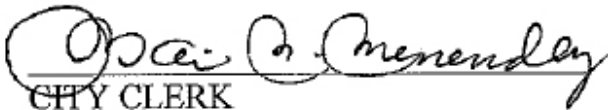
**Section 3.** If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, this holding shall not affect the validity of the remaining portions of this ordinance.

**Section 4.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

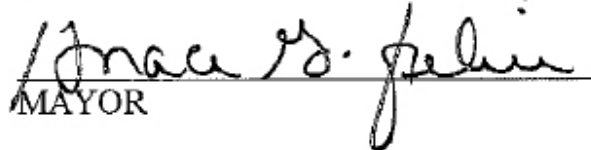
**Section 5.** This ordinance shall take effect immediately upon enactment.

PASSED AND ADOPTED this 2nd day of September, 2008.

ATTEST:


  
CITY CLERK

APPROVED:

  
MAYOR

1<sup>st</sup> Reading - 7/22/08  
2<sup>nd</sup> Reading - 7/29/08  
3<sup>rd</sup> Reading - 8/27/08  
4<sup>th</sup> Reading - 9/2/08

~~READ AND APPROVED AS TO FORM:~~

  
Luis R. Figueredo,  
Nagin Gallop Figueredo, P.A.  
Office of City Attorney

COMMISSION VOTE: 4-0  
Mayor Felin: Yea  
Vice Mayor Beasley: Yea  
Commissioner Wiscombe: Yea  
Commissioner Beckman: Yea  
Commissioner Palmer: absent

NOTE: *New wording in bold print and underlined; wording to be removed indicated by strike-through.*



**RESOLUTION NO. 150-08-12747**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA ESTABLISHING REVISED FEES FOR PERMITS ALLOWING OUTDOOR RESTAURANT SEATING/DINING PURSUANT TO SECTION 20-3.3(E) OF THE LAND DEVELOPMENT CODE ; AND REPEALING RESOLUTION NO. 134-08-12731; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS;** Land Development Code Sections 20-3.3(E) and 20-7.29 provides regulations governing outdoor seating/dining permits; and

**WHEREAS,** and the Planning Board, the City Commission and City Administration have responded to concerns related to conditions existing in current outdoor seating/dining areas by producing an ordinance which amends certain provisions contained in the Land Development Code; and

**WHEREAS,** the Mayor and City Commission are in the process of adopting an ordinance which will amend Land Development Code (LDC) Section 20-3.3(E) in order to establish new and updated regulations for permitting outdoor restaurant and seating / dining; and

**WHEREAS,** revised LDC Section 20-3.3 (E) contains a provision which states that fees to be charged for outdoor seating shall be set forth in a resolution or ordinance to be adopted by the City Commission.

**WHEREAS,** the City Commission at its August 5, 2008 meeting adopted Resolution No. 134-08-12731 establishing specific fees for permits allowing outdoor seating/dining ,and:

**WHEREAS,** the City Commission at its August 27, 2008 meeting determined that the fees for permits allowing outdoor seating/dining should be adjusted and directed that a revised resolution be placed on the next agenda.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA THAT:**

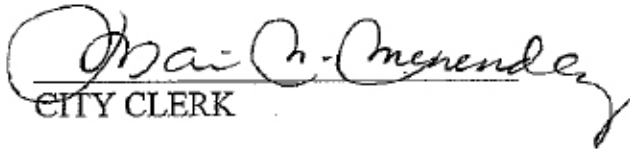
**Section 1.** The fee for outdoor dining/seating use and area will be charged annually in the amount of \$25 for each outdoor seat located on public rights-of-way and \$520 for any stand alone table top with no seating which is used for consumption of beverages or food which is located on public rights-of-way. The annual fee for each outdoor seat shall be automatically increased by \$10 each year until the fee for each outdoor seat is \$65. An annual fee of \$250 shall be charged for all outdoor dining/seating use permits using private property.

**Section 2.** City Commission Resolution No. 134-08-12731 adopted by the Commission on August 5, 2008 is hereby repealed.

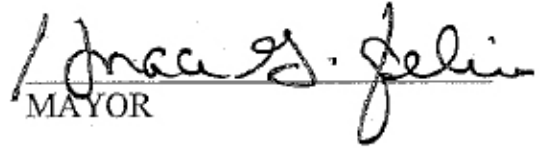
**Section 3.** This resolution shall be effective immediately after the adoption hereof.

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of Sept., 2008

**ATTEST:**

  
CITY CLERK

**APPROVED:**

  
MAYOR

**READ AND APPROVED AS TO FORM:**

  
CITY ATTORNEY

<b>COMMISSION VOTE:</b>	3-1
Mayor Feliu:	Yea
Vice Mayor Beasley:	Nay
Commissioner Wiscombe:	Yea
Commissioner Palmer:	absent
Commissioner Beckman:	Yea

**CITY OF SOUTH MIAMI  
INDEMNITY AGREEMENT**

This indemnity agreement made this day of \_\_\_\_\_ 20\_\_ by and between the City of South Miami (City) and \_\_\_\_\_ whose  
Name of Entity  
address \_\_\_\_\_ . (Indemnitor).

**WITNESSETH**

1. City hereby permits Indemnitor to use the following described property in the City of South Miami (Premises), commencing on \_\_\_\_\_ 20\_\_ on the following day(s) \_\_\_\_\_, beginning at \_\_\_\_\_ a.m./p.m. and ending at \_\_\_\_\_ a.m./p.m.:

[legal description and street address are attached as App. 1]

2. Use: Indemnitor shall use the premises solely for the purpose of:  
\_\_\_\_\_.

3. Exculpation and Indemnification Clause: Indemnitor agrees that it will indemnify, hold and save the City its officers, agents, contractors and employees whole and harmless, and at City's option defend them, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments of any nature recovered from or asserted against City on account of injury or damage to person or property to the extent that any damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Indemnitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises, or when any such injury or damage is the result, proximate or remote, of the violation by Indemnitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the use by Indemnitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises. Indemnitor covenants and agrees that in case City shall be made party to any litigation against Indemnitor, or in any litigation commenced by a party against any party other than Indemnitor relating to this Agreement or to the Premises, then Indemnitor shall and will pay all costs and expenses including reasonable attorneys fees and court costs incurred by or imposed upon City by virtue or any such litigation. These terms of indemnification shall be effective unless damage or injury results from the sole negligence or willful misconduct of City.

4. Ordinances and Regulations: Indemnitor shall comply with all applicable laws, statutes, ordinances and requirements. Indemnitor shall not admit to the premises a larger number of persons than the total number designated by the appropriate City Department.

5. Responsibility for Damage: If the Premises, or any portion of the Premises, or any structure equipment, fixture, or other item on, in, under or attached to the Premises shall be destroyed, damaged, marred, altered, or physically changed in any manner whatsoever, then Indemnitor shall be responsible for restoring the property to its original condition, ordinary wear and tear excepted.

Indemnitor is to properly care for all tools and equipment entrusted to Indemnitor during the terms of this Agreement and all such equipment so entrusted which is lost, stolen, damaged or disappears shall be the sole responsibility of Indemnitor and Indemnitor shall pay the full replacement costs of to City.

6. Insurance: As a condition precedent to being permitted to use the Premises, Indemnitor shall, at its own expenses, comply with all of the following insurance requirements of the City. It is agreed by the parties that the Indemnitor shall provide proof of the following insurance coverage to the City on or before using the Premises:

(a) Commercial general liability insurance, on an occurrence basis in the amount of Two Million (\$2,000,000.00) Dollar per occurrence and in the aggregate for bodily injury, death, property damage and personal injury. The policy must include coverage for contractual liability. If the user's activities involve the sale of alcohol, then liquor liability in the same amount is also required. These policies must name the City of South Miami as additional insured.

(b) It is understood and agreed that all coverage provided by the Indemnitor are primary to any insurance or self-insurance program the City has for these premises and the Indemnitor and their insurance shall have no right of recovery or subrogation against the City.

(c) All policies must be issued by companies authorized to do business in the State of Florida and assigned a rating of A+ or better, per Bests Key Rating Guide, latest edition.

(d) Alternate coverage to satisfy these requirements is subject to prior approval of the City's Risk Manager. Additional insurance coverage, as determined the City's Risk Manager, may be required for this Agreement or for any activities permitted on the Premises.

7. Other Terms and Conditions: The Indemnitor shall provide, at Indemnitor's sole cost and expense, off-duty City of South Miami police officers, as required by the City Manager.

IN WITNESS WHEREOF, the Indemnitor has executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

INDEMNITOR: \_\_\_\_\_ (Name of Entity/Individual)

By: \_\_\_\_\_  
(Signature)

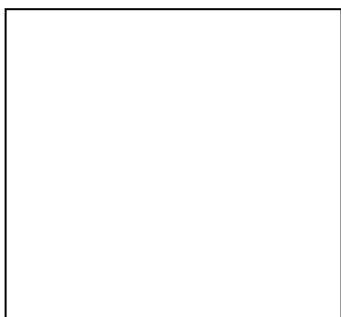
\_\_\_\_\_  
(Print name and title of person signing)

ATTEST: \_\_\_\_\_  
(Signature of Corporate Secretary or Witness)

Please check one of the following:

- Corporate Acknowledgment
- Partnership Acknowledgment
- Individual/Sole Proprietor Acknowledgment

CORPORATE SEAL  
(affix here)



STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

On this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ before me, the undersigned Notary Public  
of the State of Florida, the foregoing instrument was acknowledged by  
\_\_\_\_\_ of

(print name and title of corporate officer)

\_\_\_\_\_  
(print name of corporation and state or place of incorporation)

on behalf of the corporation. Witness my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Please check one of the following:

- Personally known to me
- Produced identification

\_\_\_\_\_  
(Type of identification produced)

Please check one of the following:

- DID take an oath
- DID NOT take an oath.

CITY OF SOUTH MIAMI

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
CITY MANAGER

READ AND APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



**AMPLIFIED SOUND AGREEMENT**

*Pursuant to Section 20-3.3(E)(12) of the Land Development Code, restaurants who wish to provide outdoor seating/dining uses to their customers must apply for and receive specific approval to provide amplified sound of any kind in the outdoor seating area. In the event the City Manager determines that the amplified sound constitutes a public nuisance, the City manager shall impose additional conditions; in the event of a second offense shall revoke the approval authorizing the use of amplified sound. Sound must be kept at a low volume so as to not disturb neighboring businesses, residences, or to be audible in neighboring residential districts. Plans for amplified sound must be submitted with the site plan. Each establishment must sign an agreement to have amplified music.*

I \_\_\_\_\_, a representative of \_\_\_\_\_ agree to the conditions of Section 20-3.3(E)(12) of the Land Development Code, which is listed above.

\_\_\_\_\_  
*Name of Restaurant*

\_\_\_\_\_  
*Address of Restaurant*

\_\_\_\_\_  
*Restaurant Representative's Signature*

\_\_\_\_\_  
*Date*

**RECOMMENDATION OF DEPARTMENT HEAD**

APPROVED       APPROVED AS REVISED/WITH CONDITIONS       DISAPPROVED

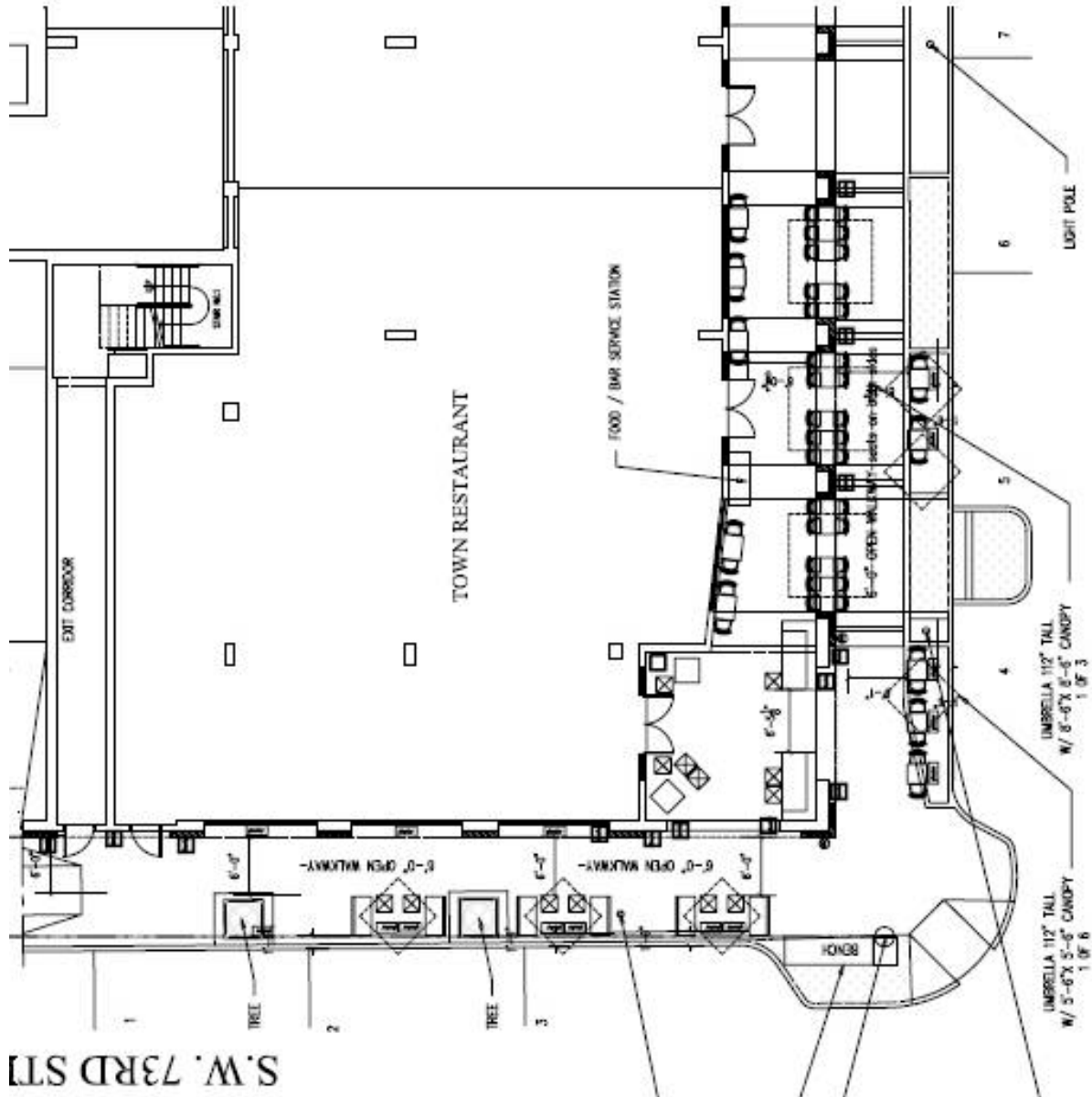
\_\_\_\_\_  
*Department Head's Signature*

\_\_\_\_\_  
*Date*

APPROVED       APPROVED AS REVISED/WITH CONDITIONS       DISAPPROVED

\_\_\_\_\_  
*City Manager's Signature*

\_\_\_\_\_  
*Date*



S.W. 73RD ST

- 24'x48" SOFA
- 20'x20" TABLE

- 12'x22" PLANTER
- POTTED PLANT
- 24'x30" TABLE WITH 2 CHAIRS
- 30'x42" TABLE WITH 4 CHAIRS

- LIGHT POLE
- CITY BENCH
- CITY TRASH CAN
- UMBRELLA 112" TALL W/ 5'-6" 5'-6" CANOPY 1 OF 6
- UMBRELLA 112" TALL W/ 8'-6" 8'-6" CANOPY 1 OF 3
- LIGHT POLE

*Sample Site Plan*