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AMENDMENT NO. 2

**TO OPERATING AND MANAGEMENT
AGREEMENT BETWEEN CITY OF HALLANDALE BEACH,
PRH BEACHWALK BEACHCLUB, LLC AND
PRH-2600 HALLANDALE BEACH, LLC**

This Amendment No. 2 to Operating and Management Agreement dated December 6, 2021 (the "Agreement") is made and entered into by and between the City OF HALLANDALE BEACH, hereinafter referred to as "City," PRH BEACHWALK BEACHCLUB, LLC, hereinafter referred to as "Operator," and PRH- 2600 HALLANDALE BEACH, LLC, hereinafter referred to as "Developer" or, collectively, "the Parties" and is effective as of the date of last signature below.

WHEREAS, on December 6, 2012, the City entered into the Agreement for the operation, management and maintenance of City property located at 111 Surf Road. Property ID # 514226-01-0170, known as North Beach Park and the Restaurant; and

WHEREAS, on March 1, 2017, the City Commission adopted Resolution 2017-029 approving Beach-Chu Hallandale, LLC hereinafter referred to as "Sub-Operator", an affiliate of Azumi Limited as operator of the restaurant at the City's North Beach Park; and

WHEREAS, on March 10, 2017 the parties entered into Amendment No. 1 to the Agreement; and

WHEREAS, on _____, 2026, the City Commission of the City of Hallandale Beach adopted Resolution No. 2026-__ authoring the execution of this Amendment No. 2 to the Agreement.

NOW THEREFORE, In consideration of the mutual promises of the parties contained herein, the parties agree as follows:

The Agreement is hereby amended to incorporate the following:

1. The name of the beachfront property is hereby corrected to "North City Beach Park."
2. The following Exhibits are attached to this Amendment No. 2 and are hereby incorporated into the Agreement.

New **Exhibit H** – Beach Club Recreation Area
1.8 **Exhibit I** – Beach Chair Placement Area
1.9 **Exhibit J** – Beach Chairs Furnishings Area
2.0 **Exhibit K** – Beach Set Up
2.1 **Exhibit L** - Beach Chair Signage

The Parties agree to amend the Agreement to add the following sections and/or revisions:

3. New Section ____, Beach Club
The Operator and Developer agree to construct a Beach Club, which includes a

community accessible ground-level pool and recreation area, as approved by the City. All plans and permits necessary for the construction and operation of the Beach Club will be obtained within twenty four (24) months of approval of this amendment. Construction will commence within 90 days of obtaining the permit. Failure to permit and commence construction on the Beach Club as outlined will result in the area north of the building and west of the dune, as shown in Exhibit H, to be excluded from this agreement and be returned to the City for its purposes, including without limitation programming and operations.

4. Section 17.2 of the Agreement is hereby revised to state as follows:

The parties acknowledge and agree that the public parking spaces shall be used only for visitors to the beach and/or North City Beach Park. The public parking spaces shall not be used for the Operator's employee parking.

5. Section 17.3 of the Agreement is hereby revised to state as follows:

The City will set the parking rates and shall receive and retain all revenue from all parking spaces at North City Beach Park.

6. Section 17.4 of the Agreement is hereby deleted in its entirety.

7. Section 17.5 of the Agreement is hereby revised to state as follows:

Subject to the City's prior written consent, Operator may provide Valet parking for visitors to the Property on special occasions utilizing the onsite City parking. Any authorization to utilize City parking for valet operations shall be granted solely at the City's discretion and may include limitations on the number of parking spaces, duration of use, operating conditions, traffic management requirements, and compensation payable to the City. In such cases, Operator will collect all Valet parking revenues, and will compensation the City a per vehicle fee of 50% of the established valet parking services fee or \$10 per vehicle, whichever is greater.

Notwithstanding the foregoing, Operator may provide valet parking services to offsite parking facilities without the City's prior written consent. Operator shall establish the rates for such offsite valet parking services and collect and retain all revenues therefrom.

Operator agrees to comply with the Valet code of conduct attached as Exhibit E.

8. Section 17.6 of the Agreement is hereby deleted in its entirety.

9. Section 20.1 of the Agreement is hereby deleted in its entirety.

10. Section 20.2 of the Agreement is amended to read as follows:

Beachfront Rental Operation Operator will provide a beach chair and umbrella rental operation with sufficient inventory to provide beach chairs and umbrellas ("Furnishings") for patrons within an area of the beach designated on the placement area, Exhibit I.

11. Section 20.3 of the Agreement is amended to read as follows:

Operator or its authorized sub-concessionaire will rent Furnishings to the public at prices comparable to what is charged at other beaches in Southeast Florida. Operator shall comply, and shall require compliance by any approved sub-concessionaire to comply, with all rules, regulations and warnings applicable to the City's beach, including federal, state, county and municipal laws, regulations, ordinances and policies.

12. New Sub-Section 20.3.1 Placement Area

The placement area attached as Exhibit J sets forth the area approved for the beachfront rental operation including storage, emergency path, and furnishings area.

The Operator shall only place "Furnishings" on the beach within the furnishings area attached as Exhibit J. The Operator shall not be allowed to place Furnishings anywhere outside of the furnishings area. The Operator shall not permit patrons to place any Furnishings, or any other items/ equipment belonging to the Operator outside of the furnishings area.

Operator shall keep placement area neat, clean, and well maintained at all times. The placement area and beachfront rental operation must be aesthetically pleasing and non-detrimental to the surrounding environment. Any graffiti shall be removed or re-painted with matching paint within twenty-four (24) hours after it appears or is left. Beachfront storage areas must be inspected, tidied up, and cleared out regularly by Operator.

No Furnishings or equipment shall be placed within those portions of the beach where there exists a beach access point nor shall they block the emergency path.

Beachfront rental activities, including the placement and/or use of Furnishings, shall not obstruct the view of a lifeguard. Any request from a lifeguard to relocate any item that obstructs his/her view shall be treated as an emergency and the item shall be relocated by Operator immediately.

13. New Sub-Section 20.3.2 Beachfront Rental Equipment

Beachfront rental equipment, including storage boxes, welcome stations and Furnishings ("Equipment") shall be consistent in style, kept in good condition, well maintained, and free from evidence of deterioration, weathering, and discoloration. All equipment is subject to prior written approval by City.

The maximum number of chairs that may be stored within the designated location in the placement area is 240. The maximum number of chairs that may be preset is 120.

20.3.2.1 Chairs shall be stackable commercial grade beach chaise lounge or sand

chair with a sled base. Signage shall be restricted to the name of the Operator or any Sub-Operator or concessionaire with letters no more than three inches (3") in height subject to approval by City.

20.3.2.2 Umbrellas shall be commercial grade, maximum seven and a half feet (7.5') in diameter, with proper means to anchor safely to beach. Signage shall be restricted to the valance area with letters no more than three inches (3") in height and copy limited to the name of the Operator or any Sub-Operator or concessionaire and on the top face of the umbrella the logo of the Operator or any Sub-Operator or concessionaire.

20.3.2.3 Furnishings shall be placed as indicated in Exhibit J attached. Beach Umbrellas Poles shall be placed a minimum distance of eleven feet (11') apart. One chair may be placed on either side of each beach umbrella pole. Furnishings shall be placed in straight rows, of equal length, from North to South within the approved placement area.

20.3.2.4 Furnishings will be placed to allow clear access isles, running perpendicular to the shoreline, a minimum of six feet (6') wide, for every fifty feet (50') of linear beach front in the approved placement area.

20.3.2.5 For the safety of beach users, umbrellas must be lowered and secured by Operator when the wind velocity exceeds 15 MPH. Beach weather, including wind speed is posted daily at each Beach Safety Tower's Weather Board and can also be obtained by calling the Beach Weather Line (954) 362-9198.

20.3.2.6 Storage Boxes shall be equipped to be fully mobile via manual internal towing mechanism, for immediate removal from the beach upon demand by the City, or in cases of mandatory emergency evacuation. Skids shall not be used to move the Storage Boxes.

Operator shall place, one (1) approved Storage Box at the southwest corner of the placement area and one (1) Storage Box at the northwest corner of the placement area, as a means of identifying said boundaries of the placement area.

Storage Boxes shall be designed for the horizontal storage of umbrellas and similar items and shall not exceed a maximum size of eight feet (8') in length and four feet (4') in width and an overall height of four feet (4') above the sand.

Storage Boxes, subject to City approval, shall be designed and detailed in a manner appropriate to the unique beach environment inclusive of construction materials and finishes and shall be colored a neutral or white color without an accent trim color.

No signage is permitted on the Storage Box(es), except a prominently displayed plaque, facing the interior of the placement area, measuring twelve inches by eighteen inches (12" x 18"), stating "BEACH OPEN TO THE PUBLIC" as well as a discreetly displayed plaque measuring four inches by

six inches (4" x 6"), identifying the Concessionaire's name, address, and contact information (phone, email, etc).

No storage boxes or similar type structures shall be placed on the beach unless approved by the City for the approved placement area.

20.3.2.7 Welcome station(s), consisting of a high beach chair and market umbrella, which is used to distribute beachfront Furnishings, may be temporarily placed each day on the placement area subject to permit approval by the City.

All Welcome Stations shall be designed to facilitate their immediate removal from the beach at the end of each day, or removal upon demand by the City.

The Welcome Station shall be placed at the start of each day and removed from the placement area and properly stored at the end of each day.

Plans for the Welcome Station shall include accurate dimensions and scale.

The Welcome Station shall prominently display the approved signage "BEACH OPEN TO THE PUBLIC" on all faces of the Welcome Station in a manner not to be concealed from beach goers.

Welcome Station signage must be submitted by Operator for preapproval by the City. The overall dimensions, wording, color, placement, design, and mounting systems for said banner/ pennant shall be subject to the review and approval of designated staff. The wording on the banner shall be generally limited to the name of the Operator.

Exterior surface colors and finishes shall be appropriate to the design of the structure, as well as the surrounding beach environment, subject to the review and approval of the designated City staff.

20.3.2.8 Storage: Operator will ensure there is no storage of any kind within the sand dune. The following will be permissible within the approved placement area:

Equipment will be permitted to remain within the designated storage area on the approved placement area overnight, as long as it is in good condition, neatly stacked, properly secured, and orderly arranged side-by-side, running east and west.

All equipment shall be secured with a cable and/or a locking mechanism to prevent unauthorized access and use. This cable, when removed, shall be secured within a storage box to ensure that it does not get entangled and damage the beach cleaning equipment. The Operator will be responsible for any and all damage, including without limitation to beach cleaning equipment, caused by failure to properly secure said cable,

Stacked equipment shall not interfere with City beach cleaning operations, as determined by the City.

In no event shall stacked equipment exceed a height of eight feet (8').
Equipment stacks must be placed no less than seven feet (7') apart.

Stacked equipment may be covered and if used, must be properly secured
and display the logo of the Operator.

City approval for storage is contingent on current beachfront conditions and
may be withdrawn at the discretion of City.

14. New Sub-Section 20.3.3 Placement Times

From each November 1st through the end of February, the placement area shall only
be set up after the City has completed its beach cleaning operations and removed
no later than each dusk. During Turtle Nesting Season, from March 1st through
October 31st, Operator must wait until Broward County has conducted its morning
turtle nesting survey and the City has completed its beach cleaning operations,
before commencing set up, and remove the Furnishings no later than dusk.

15. New Sub-Section 2.3.4 Safety and Evacuation Plan

Operator shall submit a Safety and Evacuation Plan to the City for the prompt
removal from the beach of all equipment. The plan shall be implemented within one
(1) hour of notification by appropriate City authorities and within eight (8) Hours of
the issuance of a Hurricane Warning, tropical storm and/or declaration of emergency
by the Broward County Office of Emergency Management. This plan must be
submitted to the City for approval and updated annually. Each Concessionaire shall
conduct a drill once per year, at the City's discretion, prior to hurricane season, to
remove all its equipment and Furnishings from the beach

16. New Sub-Section 2.3.5 Signage

Operator shall post approved signage in Exhibit L at beachfront rental area as
outlined.

Signage is required that states "BEACH OPEN TO THE PUBLIC" on all approved
Storage Boxes as well as a plaque measuring four inches by six inches (4" x 6"),
identifying the Operator's name, address, and contact information (phone, email,
etc).

Warning signage at the Welcome Station(s) warning beachgoers of inherent dangers
of the ocean in order to minimize their liability to people who get injured in the water.
The required language appears below.

BEACH SAFETY RULES

FOR YOUR OWN SAFETY IT IS REQUIRED THAT YOU UNDERSTAND AND
TAKE HEED OF THE FOLLOWING: DUE TO THE INHERENT DANGER OF
CONSTANTLY CHANGING OCEAN, SURF CONDITIONS AND WEATHER,
PLEASE BE ADVISED THAT WHEN ENTERING THE OCEAN, THERE ARE
NATURALLY OCCURRING, UNCONTROLLABLE CONDITIONS, AS WELL AS
INHERENT RISKS WHICH COULD PHYSICALLY HARM YOU (AND POSSIBLY
CAUSE DEATH), SUCH AS WIND, WEATHER, WAVE, SURF, AND WATER
CONDITIONS, AS WELL AS, AMONG OTHER THINGS, SANDBARS, SEA LIFE,

RED TIDE, GLASS, AND SUBMERGED ARTICLES, NONE OF WHICH CAN BE CONTROLLED.

17. New Sub-Section 2.3.6 Beachfront Rental Operation Staffing.

All employees of Operator or its authorized sub-concessionaire working within the placement area shall wear uniforms, which include the name of the Operator, and must comport themselves in a professional and courteous manner at all times. In the event that the uniforms do not include the name of the employee, then Operator must maintain a current employee roster at the placement area. The Operator is responsible for the actions, behavior, and work permits for each of its employees and its sub-concessionaire's employees and shall require any approved sub-concessionaire to agree to the terms and conditions of this Agreement, as amended from time to time.

Operator must conduct its operations so as to maintain reasonable quiet and make no public disturbances. Hawking to attract attention, and/or summoning or accosting any person is prohibited. The playing of any music or allowing any other activity that disturbs the public is prohibited.

18. New Sub-Section 2.3.7 Environmental.

Operator and its authorized sub-concessionaire will ensure full compliance of all City environmental regulations in the placement area including but not limited to:

Pursuant to 16-4(c)(5) of City Code, as may be amended from time to time, it is unlawful to bring any domestic animal including but not limited to dogs, cats, and/or reptiles, except working Service Animals onto the City beach. Emotional support pets are not Service Animals under the ADA.

Balloons are prohibited on the beachfront in accordance with City Code, rules and regulations.

Pursuant to 16-8(10) of City Code, as may be amended from time to time, it is unlawful to possess any glass bottles on the beachfront.

Pursuant to Section 16-4(b)(1) of City Code, It is unlawful to damage, cut, carve, transplant or remove any tree or plant or injure the bark, or pick the flowers or seeds of any tree or plant. Nor shall any person dig in, walk upon, or otherwise disturb grass areas, beach dunes, or planted areas which have been posted as such or in any other way injure or impair the natural beauty or usefulness of any area.

Pursuant to Chapter 161, Florida Statutes, it is unlawful to cause harm to the beach dunes. It is unlawful for any person to walk or traverse in the dune, or drive or operate a motor vehicle in the dunes.

Pursuant to 16-4(a)(2) It is unlawful and prohibited for any person to excavate or remove any natural resource including but not limited to sand, shells, soil, rocks, stones, shrubs or plants, downed timber or other wood or materials, or make any excavation by tool, equipment, blasting or other means from the beach or dune.

19. New Sub-Section 29.1.4 Beachfront Rental Operating Fee.

Operator shall pay City a supplemental percentage fee of 5% of all Gross Revenue from the Beachfront Rental Operations.

20. The provisions of the Agreement being modified and any attachments thereto in conflict with this Amendment #2 shall be and are hereby amended to conform with this Amendment #2, effective as of the date of the last execution of this Amendment #2 by both parties.

21. All provisions of the Agreement not in conflict with this Amendment #2 remain in full force and effect and are to be performed at the level specified in the Agreement.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED
THIS DOCUMENT AS THE DATES SET OUT BELOW.**

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No. 2 to the Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on __, day of __, 2026, signing by and through its City Manager, duly authorized to execute same, and PRH- 2600 HALLANDALE BEACH, LLC, signing by and through its __, __, and PRH Beachwalk Beachclub, LLC signing by and through its __, __, duly authorized to execute same.

City:
City of Hallandale Beach, Florida

ATTEST:

Jenorgen Guillen, City Clerk

By:
Dr Jeremy Earle, City Manager
Date:

Approved as to legal sufficiency and form by

Jennifer Merino, City Attorney

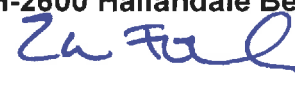
OPERATOR:
PRH Beachwalk Beachclub, LLC

By: 
Print Name: ERIC FORDIN

Title: Authorized Party

Date: 7/21/2026

DEVELOPER:
PRH-2600 Hallandale Beach, LLC

By: 
Print Name: ERIC FORDIN

Title: Authorized Party

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Date: July 21, 2024

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this 21 day of July,
2025, by Eric Fordin, as authorized party of, on behalf of the
limited liability company. He is personally known to me or produced
as identification.

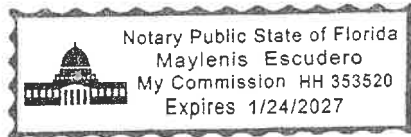
[NOTARIAL SEAL]

Notary:

Print Name: Maylenis Escudero

Notary Public, State of Florida

My commission expires: 1/24/27

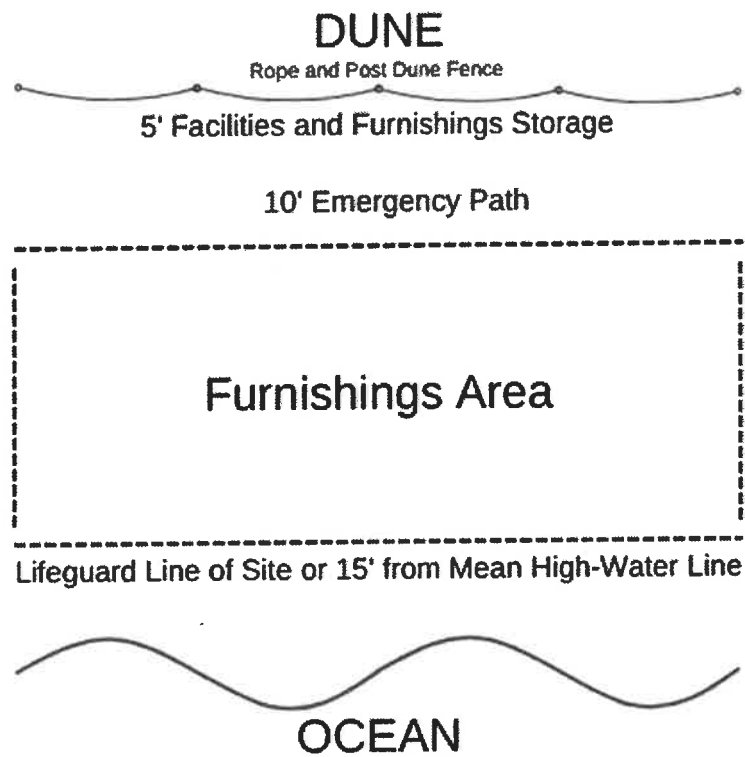




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Exhibit I Beach Placement Area Layout

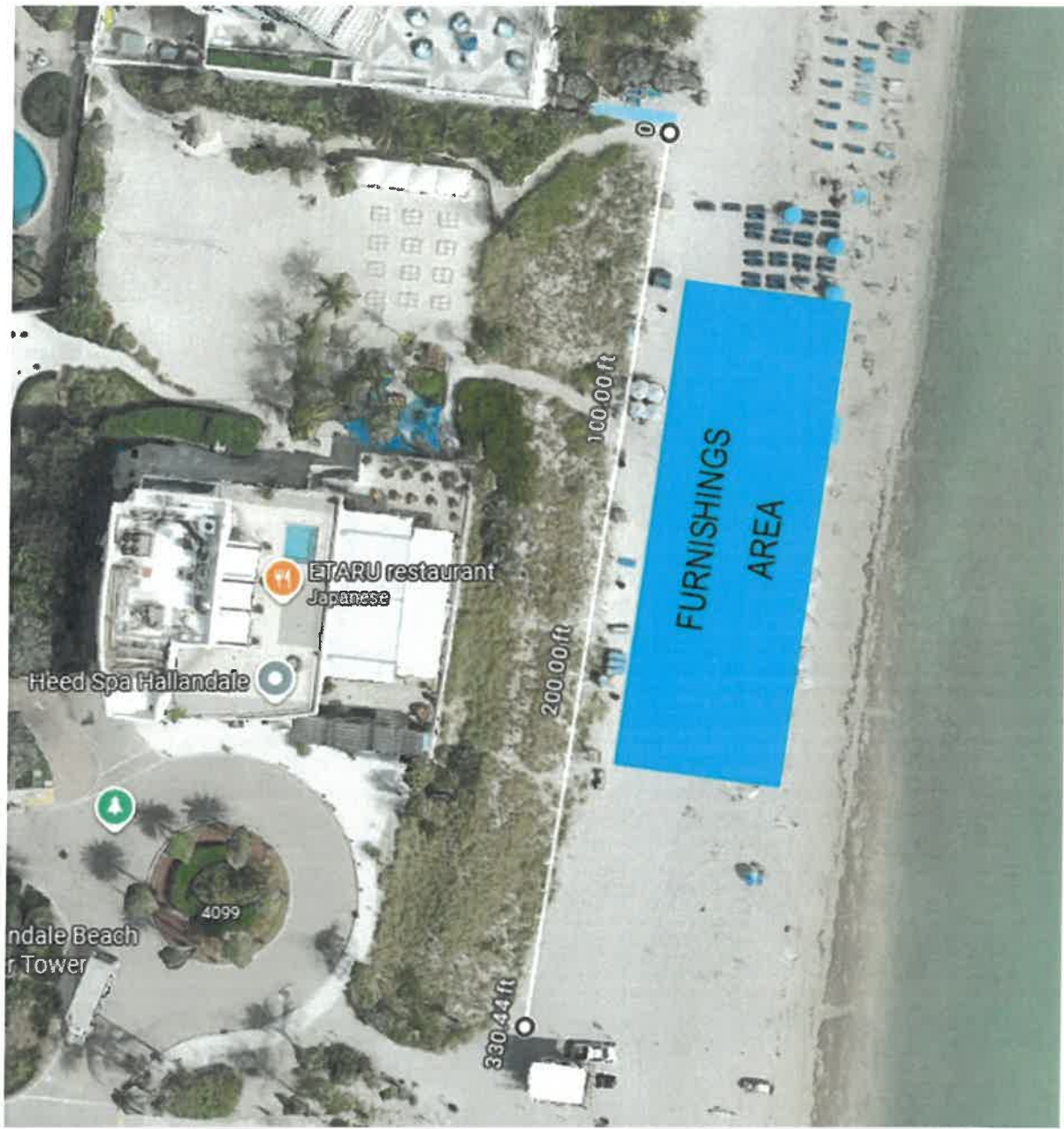
Beach Placement Area Layout



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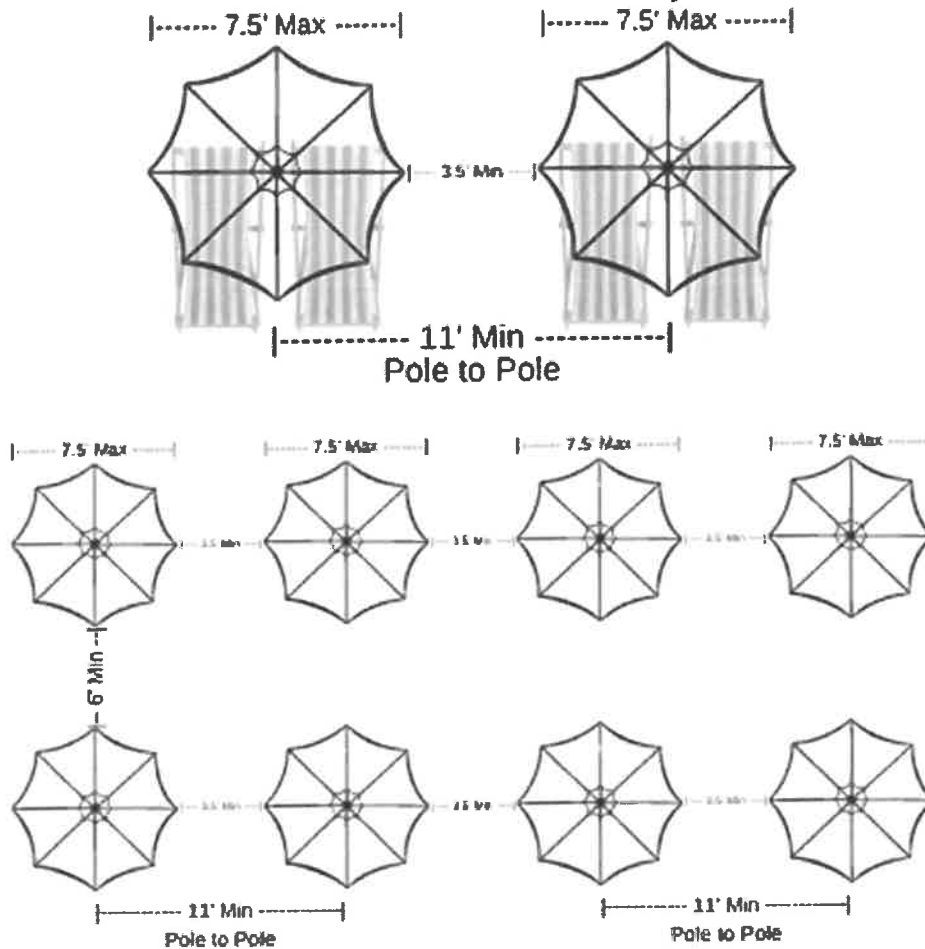
425 **Exhibit J Furnishings Area**

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Beach Set Up



A clear access isle, minimum 6' wide, running East to West is required every 50'.

Exhibit L Beachfront required signage standard

Beach open to the public signage

File available at www.coHB.org/BCSRequiredSignage



442 Beach safety rules signage
443
444 File available at www.coHB.org/BCSRequiredSignage
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BEACH SAFETY RULES

FOR YOUR OWN SAFETY IT IS REQUIRED THAT YOU UNDERSTAND AND TAKE HEED OF THE FOLLOWING:

DUE TO THE INHERENT DANGER OF CONSTANTLY CHANGING OCEAN, SURF CONDITIONS AND WEATHER, PLEASE BE ADVISED THAT WHEN ENTERING THE OCEAN, THERE ARE NATURALLY OCCURRING, UNCONTROLLABLE CONDITIONS, AS WELL AS INHERENT RISKS WHICH COULD PHYSICALLY HARM YOU (AND POSSIBLY CAUSE DEATH), SUCH AS WIND, WEATHER, WAVE, SURF, AND WATER CONDITIONS, AS WELL AS, AMONG OTHER THINGS, SANDBARS, SEA LIFE, RED TIDE, GLASS, AND SUBMERGED ARTICLES, NONE OF WHICH CAN BE CONTROLLED.



www.coHB.org/BEACH

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