



Spottswood Companies, Inc.
506 Fleming Street
Key West, FL 33040
(305) 294-6100
Fax (305) 294-6122
www.spottswood.com

October 29, 2021

Sent via Electronic Mail and Hand Delivered to:

Mayor Teri Johnston (tjohnston@cityofkeywest-fl.gov)
Commissioner Jimmy Weekley (jweekley@cityofkeywest-fl.gov)
Commissioner Samuel Kaufman (skaufman@cityofkeywest-fl.gov)
Commissioner Billy Wardlow (bwardlow@cityofkeywest-fl.gov)
Commissioner Gregory Davila (gdavila@cityofkeywest-fl.gov)
Commissioner Mary Lou Hoover (mlhoover@cityofkeywest-fl.gov)
Commissioner Clayton Lopez (clopez@cityofkeywest-fl.gov)

KEY WEST CITY HALL

City of Key West
1300 White Street
Key West, FL 33040

Re: Key West Marriott Beachside Hotel

Dear Mayor and Commissioners:

I am writing to you today regarding the continuing efforts to characterize lands owned by SH5, Ltd. (Key West Marriott Beachside Hotel) as a public beach.

In particular, there have been a number of recent allegations claiming that a portion of the Key West Marriott Beachside Hotel property was historically a public beach and that it was stolen by me. Any and all such claims are factually incorrect. I respectfully request that the City stop entertaining and perpetuating these claims that only serve to slander my name. There is simply a point where unsubstantiated and harmful statements go too far, especially when those statements go unrebutted and seemingly supported; and, we have reached that point.

The Beachside property, including all of the lands that are adjacent to the bay, were deeded by the Trustees of the Internal Improvement Trust Fund of the State of Florida to Key West Improvement, Inc., a Florida corporation, in 1950. The property is not in its natural state as the property was former submerged lands that were filled in accordance with the development practices permitted and encouraged at such time to facilitate economic development in our State.

The property was created in the same manner in which many properties in the Florida Keys were developed at the time. In its most simple form, the property was initially bermed and standing water was pumped from the bermed property back into the bay. Once the standing water was removed, soil

was deposited onto the property to raise the lands to the desired development levels. In this case, the vast majority of the deposited soils were dredge soils from the dredging of the Cow Key Channel that was occurring simultaneously with the filling of the Beachside property. These dredge soils were left to dry in the sun and, ultimately, became the base soil for the property. As the Beachside lands were submerged lands of the State and not in their current configuration until they were dredged and filled, any claim of a historic beach before such time is incorrect.

The first development on the property was the construction of the Holiday Inn Beachside which was completed in the early 1960s. I have enclosed a copy of a photograph from 1964 taken shortly after the Holiday Inn was constructed (Exhibit "A"). This picture clearly reflects the then existing shoreline running concurrent with the lands that were filled and conveyed to our predecessor-in-title. It also clearly reflects that the only access to the shoreline was through the private drives of the Beachside property. At no time did the past or current owners of the Beachside property open these areas to the public. These areas have always been made available only to the owners and guests of the property. The picture also indicates that there has been no significant change to the shoreline from 1964 until current day other than the accretion of lands at the boundary of the property with Roosevelt Boulevard.

As the enclosed memorandum from Baker & Hostetler explains, accreted lands inure to the ownership of the upland owner (Exhibit "B"). The Florida Department of Environmental Protection concluded the lands in question to be accreted lands above the mean high water line and not subject to its jurisdiction. The City of Key West and The Florida Department of Transportation have taken the position on multiple occasions that the lands do not belong to them (Exhibit "C"). Therefore, the only possible upland owner is SH5, Ltd.

Furthermore, on April 29, 2021, SH5, Ltd., the City of Key West and the City Magistrate entered into a Settlement Agreement (Exhibit "D") arising out of a dispute over the installation of a fence without a permit on the accreted lands. The Settlement Agreement resolved the permit issue, maintained the status quo as to the existence of the fence, recognized that there was a potential dispute over the ownership of the accreted lands; and, further, requires SH5, Ltd. to apply to the City for an easement to maintain the fence if the ownership dispute was ever settled adverse to SH5, Ltd. Since FDEP concluded that these are accreted lands, FDOT makes no claim and we are of the opinion as a matter of law that these lands are now owned by SH5, Ltd., any representation by the City that seeks to characterize to the public or others that these lands constitute a public beach prior to any formal determination of ownership would be in violation of the Settlement Agreement.

We respectfully request that the City: (i) abide by the existing Settlement Agreement; and (ii) start enforcing Florida Law and City Ordinance Article II, section 82-31 (Exhibit "E") which prohibits owners of vessels anchored offshore from beaching dinghys or attaching dinghys to mangroves or seawalls. This lack of enforcement by the City is resulting in continued environmental damage including the cutting away and removal of mangroves in many areas around Key West. Please see photos enclosed as Exhibit "F."

In conclusion, the area in question is not and never has been a public beach; the City, FDEP and FDOT have all denied ownership or jurisdiction over the accreted lands on more than one occasion, and there exists a Settlement Agreement that supports the maintenance of the fence. The only persons

Letter to Mayor Teri Johnston
October 26, 2021
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questioning the existence of the fence are persons looking to support illegal activities including the ongoing violation of City ordinance section 82-31.

I am available at the convenience of the City Attorney and the City Manager to discuss this matter.

Respectfully,

A handwritten signature in green ink, appearing to be 'RAS' or similar, with a long horizontal flourish extending to the right.

Robert A. Spottswood

cc: Shawn Smith, City Attorney (sdsmith@cityofkeywest-fl.gov)
Patti McLauchlin, City Manager (pmclauchlin@cityofkeywest-fl.gov)

Exhibit A



BakerHostetler

Exh B

Baker & Hostetler LLP

200 South Orange Avenue
Suite 2300
Orlando, FL 32801-3432

T 407.649.4000
F 407.841.0168
www.bakerlaw.com

Robert H. Gebaide, Esq.
Phone: 407-649-4059
Email: rgebaide@bakerlaw.com

May 12, 2020

Via E-mail Only: Cindy.Ramos-Leal@dot.state.fl.us

Cindy B. Ramos- Leal, F.C.C.M.
Right of Way Agent, Property Management
Florida Department of Transportation
District VI – R/W Administration
1000 NW 111th Ave., Room 6105-B
Miami, FL 33172

Via E-mail Only: sdsmith@cityofkeywest-fl.gov

Shawn D. Smith, Esq.
City Attorney
City of Key West, Florida
1300 White Street
Key West, Florida 33040

Re: Key West Marriott Beachside Hotel; Accreted Lands

Dear Ms. Ramos-Leal and Mr. Smith:

Our firm represents Spottswood Management, Inc. ("SMI"), the manager of the Key West Marriott Beachside Hotel located at 3841 North Roosevelt Boulevard, Key West, Florida, and SMI's affiliate, SH5, Ltd., a Florida limited partnership.

We are in receipt of correspondence from Ms. Ramos-Leal dated May 6, 2020 addressed to Christine Lininger related to the Key West Marriott Beachside Hotel and the associated email chain detailing correspondence between Ms. Lininger and representatives of the Monroe County Property Appraiser's Office, the Florida Department of Transportation, and City of Key West representatives. The general subject matter of the correspondence is a sandy beach area at the northwestern corner of the property where the hotel's beach and N. Roosevelt Boulevard meet and Ms. Lininger's allegations as to the ownership of the subject area. For reference purposes, I have attached an aerial of the Key West Marriott Beachside Hotel property.

Atlanta Chicago Cincinnati Cleveland Columbus Costa Mesa Denver
Houston Los Angeles New York Orlando Philadelphia Seattle Washington, DC

Cindy B. Ramos- Leal, F.C.C.M
Shawn D. Smith, Esq.
May 12, 2020
Page 2

In *Board of Trustees v. Sand Key*, 512 So.2d. 934, the Florida Supreme Court expressly recognized that Florida has adopted the common law rule that a riparian or littoral owner owns to the line of the ordinary high water mark on navigable waters. The Court has also held that riparian or littoral rights are legal rights and, for constitutional purposes, the common law rights of riparian and littoral owners constitute property. Riparian and littoral rights expressly include the right to receive accretions and relictions to the property. See also *Board of Trustees of the Internal Improvement Trust Fund v. Madeira Beach Nominee*, 272 So. 2d. 209, and *Ford V. Turner*, 142 So. 2d 342 for other seminal Florida cases on accretion and riparian rights.

Accretion is defined as the process in which the action of water causes a build-up over time in riparian land through the gradual accumulation of solid material, whether silt, sand, soil, or sediment. The subject area, consisting primarily of a sandy beach area, has built up gradually over time and by all accounts fits squarely within the definition of accreted lands. Florida law establishes that the riparian landowner is entitled to ownership of accreted lands. Accordingly, SH5, Ltd., as landowner entitled to the riparian rights associated with the subject property, is firmly established under Florida law as the owner of the lands at issue.

Ms. Lininger has conveniently failed to state in any correspondence the fact that third parties had been improperly using the accreted lands as an unapproved pedestrian and boat ramp from Roosevelt Boulevard to the water, as a base for the unpermitted commercial rental of boats, and to provide support for those living in the basin behind the Marriott Beachside Key West Hotel. The installed fencing has ended such impermissible uses. While we strongly believe that ownership of the subject area is vested in SH5, Ltd., we must point out that none of the prior uses of the property for which Ms. Lininger seeks this resolution would be proper or legally permissible. We also note that a fence permit application has previously been submitted to the City and remains under City review.

Given the current circumstances, this correspondence is being delivered via email only. Should you require a hard-copy original, please advise and I will coordinate delivery.

Thank you for your attention to this matter. Please do not hesitate to contact me directly if you have any questions.

Sincerely,



Robert H. Gebaide

Attachment

cc: Robert A. Spottswood, Jr., Esq. (robert@spottswood.com)

Exh c

Terrence Justice

From: Terrence Justice
Sent: Wednesday, July 8, 2020 9:46 AM
To: Robert Spottswood, Jr.; George Wallace; Jim J. Young
Cc: Chas Spottswood; Troy Montero; Patti McLauchlin; Woolam, Scott
Subject: RE: Marriott Beachside fencing

Robert et al:

The accreted lands ruling you describe does seem to directly address my initial concern regarding ownership or right of use. FDEP has specific criteria for defining submerged lands and wetlands and I made no representation that this installation resides on "submerged lands."

If FDEP were to issue a letter indicating that they have no requirement for permitting this installation, then the City's Building Dept. would in turn have no difficulty issuing a permit for the entirety of the installed fence, subject to guidance from our legal dept.

Thanks very much for the clarification and I will leave the remainder of this exchange in yours and our legal department's hands unless I'm directed otherwise.

Respectfully,

Terrence Justice
Chief Building Official
City of Key West
305-809-3943 direct
305-809-3956 department



Florida has a very broad public records law. Most written communications to or from the City regarding City business are public record, available to the public and media upon request. Your communications may be subject to public disclosure.

From: Robert Spottswood, Jr. <robert@spottswood.com>
Sent: Tuesday, July 7, 2020 7:52 PM
To: George Wallace <gwallace@cityofkeywest-fl.gov>; Jim J. Young <jjyoung@cityofkeywest-fl.gov>
Cc: Chas Spottswood <chas@keystarconstruction.com>; Terrence Justice <tjustice@cityofkeywest-fl.gov>; Troy Montero <tmontero@cityofkeywest-fl.gov>; Patti McLauchlin <pmclauchlin@cityofkeywest-fl.gov>; Woolam, Scott <Scott.Woolam@dep.state.fl.us>
Subject: Re: Marriott Beachside fencing

Hey George – I hope this message finds you well.

Chas looped me in as this conversation appears to be turning to a legal one. Terrance has raised a few legal points below that I felt needed to be addressed. In the event you have not been provided the prior correspondence with FDOT on this matter, please see attached. While the attached correspondence does not address the assertion that the areas in question are "submerged lands," it appears that we are dealing with upland areas based on my physical inspection of the property. In order to close the loop with FDEP on this point specifically, I am copying in Scott Woolam.



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nufiez
Lt. Governor

Noah Valenstein
Secretary

January 26, 2021

Mr. Jim Young
Director of Code Compliance
1300 White Street
Key West, Florida 33040

RE: Accreted Lands adjoining Roosevelt Blvd. and Marriott– City of Key West

Dear Mr. Young,

It was a pleasure to discuss the title history of the accreted lands North and adjoining Roosevelt Blvd. and the Marriott properties with the City of Key West.

In our review of our title and land records as well as legislative acts of the state of Florida, we determined the following:

- In 1950, the BOT deeded land to Key West Improvement, Inc. now the current Marriott site.
- In 1957 by Act of the Florida Legislature the area in question was conveyed to the City of Key West.
- In 2018 the City conveyed by quit claim deed the same area/ Roosevelt Blvd to FDOT.

Therefore, the Board of Trustees is not asserting ownership of the disputed accreted area as shown in the attached sketch. Any issue resolution regarding the fencing on the sketch would be between the Marriott, FDOT and/or the City of Key West.

If I may be of assistance to you in the future, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Scott Woolam".

Scott Woolam
Bureau Chief of Survey and Mapping
Division of State Lands

/sew
Enclosures

Carina Primus-Gomez

From: Robert Spottswood, Jr.
Sent: Thursday, February 18, 2021 8:33 AM
To: Robert Spottswood
Subject: FW: Survey

From: "Charnock, Nicole" <Nicole.Charnock@FloridaDEP.gov>
Date: Thursday, February 11, 2021 at 12:55 PM
To: "Robert Spottswood Jr." <robert@spottswood.com>
Cc: "Rios, Gus" <Gus.Rios@FloridaDEP.gov>
Subject: RE: Survey

Mr. Spottswood,

Thank you for your assistance in this matter. As it has been determined that the fence is above the mean high water line, the Department has closed the project associated with the Compliance Assistance Offer dated 9/4/2020 for SH5 LTD.

Additionally, please note that today is my last day with the Department. Our Office Administrator Gus Rios is available at 305-289-7081 or Gus.Rios@FloridaDEP.gov if you have any questions or concerns moving forward. It was a pleasure working with you the last several years!

Best,



Nicole Charnock
Environmental Specialist II
Submerged Lands & Environmental Resources
Florida Department of Environmental Protection
South District, Marathon Office
305-289-7082
Nicole.Charnock@FloridaDEP.gov

ERP APPLICATION FORMS: <https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/forms-environmental-resource>

From: Woolam, Scott <Scott.Woolam@FloridaDEP.gov>
Sent: Thursday, February 4, 2021 10:15 AM
To: Robert Spottswood, Jr. <robert@spottswood.com>; Iglehart, Jon <Jon.Iglehart@FloridaDEP.gov>
Cc: Hamilton, Shawn <Shawn.Hamilton@FloridaDEP.gov>; Wolfe, Justin G. <Justin.G.Wolfe@dep.state.fl.us>; DeHaven, Callie <Callie.DeHaven@dep.state.fl.us>; Ballard, Gary <Gary.Ballard@FloridaDEP.gov>; Thompson, Vicki <Vicki.Thompson@dep.state.fl.us>; Evers, Lamar <Lamar.Evers@dep.state.fl.us>; Carina Primus-Gomez <cprimus-gomez@spottswood.com>
Subject: RE: Survey

Thanks Robert

Jon

City of Key West
O: 305.809.3737

C: 305.481.7666

All correspondence is subject to the State of Florida's Public Information Act.

From: Woolam, Scott <Scott.Woolam@dep.state.fl.us>

Sent: Tuesday, May 19, 2020 10:51 AM

To: Ramos-Leal, Cindy <Cindy.Ramos-Leal@dot.state.fl.us>; Sellers, Eric <Eric.Sellers@FloridaDEP.gov>; Thompson, Vicki <Vicki.Thompson@dep.state.fl.us>

Cc: Jim Gale, CFE <JGale@mcpafl.org>; Cernuda, Milady <Milady.Cernuda@dot.state.fl.us>; Jim J. Young <jjyoung@cityofkeywest-fl.gov>; Burgher, Tish <Tish.Burgher@dot.state.fl.us>; Negrin, X <X.Negrin@dot.state.fl.us>

Subject: RE: 250548-7 (N. Roosevelt Blvd.) - Parcel 169

Cindy

I am not quite sure the issue as far as our ownership. Its my understanding that folks use to be able to access beach and not the Marriot put up a fence. We will look at the encroachment to see if we have any interest. Then, maybe Eric and I can give you a call. Do we know if the City's code violation has made the Marriot relocate the fence?

From: Ramos-Leal, Cindy <Cindy.Ramos-Leal@dot.state.fl.us>

Sent: Tuesday, May 19, 2020 10:23 AM

To: Woolam, Scott <Scott.Woolam@dep.state.fl.us>; Sellers, Eric <Eric.Sellers@FloridaDEP.gov>; Thompson, Vicki <Vicki.Thompson@dep.state.fl.us>

Cc: Jim Gale, CFE <JGale@mcpafl.org>; Cernuda, Milady <Milady.Cernuda@dot.state.fl.us>; Jim J. Young <jjyoung@cityofkeywest-fl.gov>; Burgher, Tish <Tish.Burgher@dot.state.fl.us>; Negrin, X <X.Negrin@dot.state.fl.us>

Subject: RE: 250548-7 (N. Roosevelt Blvd.) - Parcel 169

Good morning Scott:

Just wanted to give you an update on how each agency has addressed this complaint.

City of Key West- Code Compliance is addressing the permit issue with the Marriott.

FDOT- has completed research and determined ownership does not extend beyond the edge of sidewalk, so there is no encroachment on FDOT right of way.

County Appraiser- has researched and updated recorded deed and map information.

If there is any additional information you need, we are here to help.

Regards,

Cindy B. Ramos-Leal, F.C.C.M

Right of Way Agent, Property Management

Florida Department of Transportation

District VI – R/W Administration

1000 NW 111th Ave., Room 6105-B

Miami, FL 33172

Direct: (305) 470-5245 Fax: (305) 470-5327

E-mail: Cindy.Ramos-Leal@dot.state.fl.us

Potential Property for Sale/Lease: <https://rowsurplus.fdot.gov/>

**BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
FOR THE CITY OF KEY WEST, FLORIDA**

**CITY OF KEY WEST,
PETITIONER,**

CASE NUMBER: CES:20-313

v.

**SH5 LTD, d/b/a
Key West Marriott Beachside Hotel and
Beachside Key West Resort Condominium Association, Inc.,
RESPONDENT.**

**RE: 3841 N. ROOSEVELT BLVD.
KEY WEST, FL 33040**

SETTLEMENT AGREEMENT

COMES NOW, the Respondent, SH5 LTD d/b/a Key West Marriott Beachside Hotel and Beachside Key West Resort Condominium Association, Inc., (SH5) and the Petitioner, City of Key West, and enter into this settlement agreement as follows:

1. The Respondent, SH5 is a registered Florida corporation located in Key West, FL. SH5 was charged as a Respondent in the above-styled cause with the following violation of the City of Key West Code of Ordinances described in detail in the Notice of Irreparable Code Violation / Notice of Administrative Hearing summarized as follows:

Count 1: Violation of the Key West Code of Ordinances, Sec. 14-37. A regulation regarding the requirement for buildings and structures to secure building permits prior to the commencement of construction.

TO WIT: Code Compliance received a phone call regarding the Beachside Marriott building a fence without the benefit of a building permit. The fence has been installed on the N. Roosevelt Blvd side of the property across the street from the Gates Hotel and has closed off a stretch of property that is owned by SH5 and an additional stretch of property that is accreted land whose ownership is unknown.

2. The Respondent understands that the maximum penalties provided by law which may be imposed upon a finding of a continuing violation which has not achieved compliance within the time frame allowed by the Code Compliance Special Magistrate is Two Hundred and Fifty Dollars (\$250.00) per day, per charge, until the violation is found to be in compliance.

3. The parties stipulate to a factual basis for this agreement and agree to a dismissal of violation by the Code Compliance Special Magistrate for the City of Key West for the violation of the City of Key West Code of Ordinances listed in paragraph one.

4. The Respondent and the Petitioner, City of Key West, enter into the following settlement agreement, to be presented to the Code Compliance Special Magistrate of the City of Key West for acceptance:

A) The Respondent believes it is the rightful owner of the entirety of the land on which the fence sits, both the portion of land not in dispute and the portion of land that is in dispute. The City agrees to finalize the permit for the portion of the land that is not in dispute. The City is in doubt as to ownership of the portion of the fence that borders the northwest portion of SH5's property. If the portion of land that is in dispute is determined to belong to the City, the Respondent agrees to apply for permits and an easement from the City. If the portion of land that is in dispute is determined to belong to SH5, SH5 will apply for an after-the-fact permit for that portion.

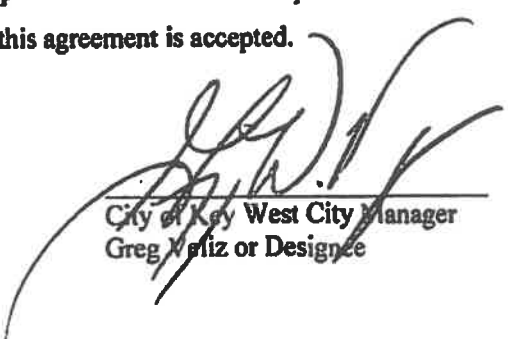
B) The Respondent understands that an order will be entered dismissing this case without prejudice. Respondent understands that the City of Key West Code Compliance Special Magistrate's order will acknowledge the above representations.

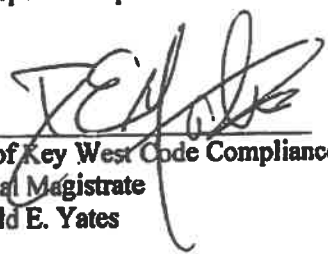
5. Other than the settlement agreement set out directly above in paragraph 4, no one has made any promises or guarantees to the Respondent in exchange for not contesting the code violations. No one has threatened the Respondent or in any way forced Respondent to enter into this agreement. Respondent is doing this freely and voluntarily.

6. The Respondent acknowledges that this agreement is being entered into voluntarily and free of any coercion; no promises were made to induce this agreement. Respondent acknowledges that Respondent had the right and opportunity to consult with an attorney.

7. The Respondent understands that the City of Key West Code Compliance Special Magistrate may accept this agreement in Respondent's absence and Respondent waives the right to be present at a public hearing when this agreement is accepted.

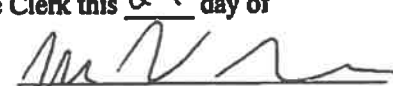

Signature of Respondent,
Robert A. Spottswood Jr.
as Corporate Representative of SH5 LTD.

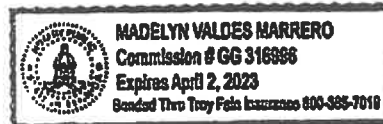

City of Key West City Manager
Greg Veliz or Designee


City of Key West Code Compliance
Special Magistrate
Donald E. Yates

Submitted to and accepted by the Code Compliance Clerk this 29 day of

April, 2021


Madelyn Marrero



Sec. 82-31. Unlawful docking and mooring.

- (a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Dinghy means a small boat usually 13 feet or less, either inflatable or rigid, that serves to provide transportation between a larger anchored vessel and land.

Tender means a small boat larger than 13 feet but normally less than 20 feet, either inflatable or rigid that serves to provide transportation between a larger anchored vessel and land.

- (b) It is unlawful to tie, moor, anchor, beach or attach in any way a vessel to public or private property, including seawalls, structures, other vessels, waterway markers, signposts or fence posts, vegetation (trees, bushes, plants) and submerged lands, without prior written permission from the owner within the city limits, unless authorized by state and/or federal law. When the owner of the property is the city, the written permission must be granted by the city manager or his/her designee. This written permission shall be specific to the vessel by registration number and operator by name and shall include the duration of permission to stay. Failure to provide written permission to a law enforcement official may result in the removal and storage of the vessel at the owner's expense consistent with state and local law. Responsibility of compliance with this section is the burden of the vessel owner/operator.
- (c) All vessels docking at a city marina or mooring in a city mooring field shall abide by the rules and regulations of the city. The respective dockmasters are authorized to enforce such rules and regulations.
- (d) The city manager or his/her designee shall designate areas to be used as dinghy docks.
- (e) Dinghies in disrepair, with protruding edges or any other conditions that may damage a neighboring docked dinghy will not be permitted to dock at the dinghy dock.
- (f) Prior to securing a dinghy at any city-owned dinghy dock designated by the city manager or his/her designee or prior to securing a tender at any city-owned dock, the owner of the dinghy or tender shall provide payment for dockage in advance. In addition, the owner of the dinghy or tender shall present proof that the dinghy or tender was tethered to a vessel which is currently enrolled and participating in the pump-out service administered by Monroe County. In the alternative, the owner of the dinghy or tender may present a valid receipt establishing that the dinghy or tender was tethered to a vessel which was serviced by a pump-out service within fourteen (14) days of the owner's request to dock.
- (g) In the event a dinghy is placed at a city-owned dock designated by the city manager or his/her designee or a tender is placed at a city-owned dock without permission and without complying with subsections (e) and (f) above, a notice of the violation will be placed on the dinghy or tender directing the owner to contact the dock master to correct the violation or violations and to pay the dockage fee within one (1) hour. In the event the violations are not remedied within the prescribed period, the dinghy or tender will be towed by the dock master to the dock master's office where it will be impounded and secured. A \$25.00 impound fee to the marina will be required for release of the dinghy or tender to its owner.

(Code 1986, § 42.01; Ord. No. 14-10, § 1, 5-6-2014)















