

ITEM V

MEMORANDUM MF NO. 20-14

DATE: September 18, 2020
TO: Marine Advisory Board
FROM: Andrew Cuba, Manager of Marine Facilities
RE: October 1, 2020 MAB - Dock Waiver of Distance Limitations
– Mark Tkach / 1776 SE 10th Street (REVISED)

Attached for your review is a revised application from Mark Tkach / 1776 SE 10th Street (see **Exhibit 1**).

APPLICATION AND BACKGROUND INFORMATION

The applicant is requesting approval for the installation of one (1) 50,000 pound 8-post boat lift extending a maximum of approximately +/- 31.2 ' from the property line into Lake Mabel. The distances the proposed boatlift extends from the property line into Lake Mabel is shown in the survey in **Exhibit 1** and summarized in Table 1 below:

TABLE 1

PROPOSED STRUCTURES	STRUCTURE DISTANCE FROM PROPERTY LINE	PERMITTED DISTANCE WITHOUT WAIVER	DISTANCE REQUIRING WAIVER
Proposed Boatlift	+/-31.2'	25'	+/-6.2'

At the September 3, 2020 MAB meeting, the MAB made a **motion** recommending approval (12:1) of the installation of a boat lift extending a maximum of +/- 29.9 feet from the property line into the Rio Carmena located on the south west side at this address. The revised application relocates the proposed boat lift to the eastern side of the property, and extends a maximum of +/-31.2' from the property line into Lake Mabel. ULDR Section 47-19.3 C limits the maximum distance of mooring structures to 25 feet, or 25% of the width of the waterway, whichever is less. Section 47.19.3.E authorizes the City Commission to waive this limitation based upon a finding of extraordinary circumstances. The applicant has indicated that the boatlift is necessary to safely moor the resident's vessels, especially during severe weather and high wind events, and to protect the vessel from large wakes. Positive impacts on the environment from alleviating shading impacts to benthic resources are mentioned.

PROPERTY LOCATION AND ZONING

The property is located within the RS-4.4 Residential Single Family/Low Density Zoning District. The Summary Description states that the extraordinary width of the waterway from the project site to the closest structure is +/- 1395 feet.

DOCK PLAN AND BOATING SAFETY

Marine Facilities records reflect that there have been at least 3 waivers of docking distance limitations within close proximity approved by the City Commission since 2009. A comparison of these is shown in Table 2, including maximum distances of mooring structures from the property lines extending into adjacent waterways:

TABLE 2

DATE	ADDRESS	MAXIMUM DISTANCE
2009	27 Isla Bahia Drive	30'
2011	2430 Laguna Drive	50'
2013	2412 Laguna Drive	49'

RECOMMENDATIONS

Should the Marine Advisory consider approval of the application, the Resolution under consideration for approval by the City Commission should include at least the following as prescribed in the ULDR and City Code of Ordinances:

1. The applicant is required to comply with all applicable building and zoning regulations as well as any other Federal and State laws and permitting requirements including the Broward County Environmental Protection and Growth Management Department, the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers.
2. As a general condition of approval and in order to review for final consistency with construction of facilities in accord with this application and City building permits the applicant is required to provide the City's Supervisor of Marine Facilities with copies of "As Built" drawings from a certified and licensed contractor.
3. The applicant is required to install and affix reflector tape to the proposed boat lift's guide poles as required for piles within Section 47.19.3.E of the Unified Land and Development Regulations (ULDR).

AC
Attachment

cc: Enrique Sanchez, Deputy Director of Parks and Recreation
Jon Luscomb, Supervisor of Marine Facilities



1776 SE 10th Street
APPLICATION FOR WATERWAY WAIVER

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EXHIBIT II SUMMARY DESCRIPTION

Summary Description
1776 SE 10th Street
TCG Project No. 14-0030.002

The project site is located along the Rio Carmena and Lake Mabel at 1776 SE 10th Street, in Section 11, Township 50, Range 42, in the City of Fort Lauderdale, Broward County, Florida

The property is located along the Rio Carmena and Lake Mabel, which is a tidal water. The nearest direct connection to the Atlantic Ocean is 1 mile to the south at the Port Everglades Inlet. As the project site is located along the Rio Carmena and Lake Mabel, the incoming tidal waters (flood) at the site move to the northwest and the outgoing waters (ebb) move to the southeast.

The project site consists of an existing 301 in. ft. concrete seawall, $\pm 2,083$ ft² concrete marginal dock, and ± 358 ft² wood marginal dock. The proposed project includes the installation of one (1) 50,000 lb 8-post boatlift into Lake Mabel. As measured from the property line, the proposed structures encroach more than 25' from the property line into Lake Mabel. As these distances are over the allowable 25' distance into the waterway from the property line, the proposed boatlift will require a variance waiver.

The proposed structure is being applied for concurrently with the Broward County Environmental Protection & Growth Management Department, Florida Department of Environmental Protection, and US Army Corps of Engineers.

The following five (5) matters provide justification for this waiver request:

1. All structures and piles will not exceed 30% of the width of the waterway.
2. Due to the extraordinary width of the waterway at this location to the closest structure ($\pm 1,395'$), the proposed project will not impede navigation within Lake Mabel.
3. The boat lift is necessary for safely mooring resident's vessel, especially during high wind events and severe weather so the boat will not be in the water and have the potential to break free from cleats.
4. The boat lift is also necessary to protect the resident's vessel from large wakes generated by frequent boat activity along the Intracoastal Waterway.
5. The boat lift is better for the environment, as it will elevate the vessel above the water and alleviate shading impacts to benthic resources in the future.

If this waiver is approved, the applicant will comply with all necessary construction requirements stated in Section 47-19.3 (C)(D)(E).

STRUCTURE	PROPOSED STRUCTURES	STRUCTURE DISTANCE FROM PROPERTY LINE	PERMITTED DISTANCE WITHOUT WAIVER	DISTANCE REQUIRING A WAIVER
A	Boatlift	±31.2'	25'	±6.2'

EXHIBIT III WARRANTY DEED

Prepared by:

Josh Brandsdorfer, Esq.
Berger Singerman LLP
350 East Las Olas Boulevard, Suite 1000
Fort Lauderdale, FL 33301

Please return to:

Gregory A. May, Esq.
Bass Sox Mercer
2822 Remington Green Circle
Tallahassee, FL 32308
Consideration : \$10,145,000.00

Parcel Identification Number: 5042-11-22-0710

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 18th day of April, 2019, between JAMIE STILES, an unremarried widow, whose post office address is 301 East Las Olas Blvd., Fort Lauderdale, Florida 33301, grantor, and VADER PROPERTIES, LLC, a Delaware limited liability company, whose post office address is 3425 E. Suncrest Court, Phoenix, Arizona 85044, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of **TEN AND 00/100 DOLLARS (U.S. \$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the **Broward County, Florida**, to-wit:

See attached Exhibit A

Subject to taxes for 2019 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

[Signature continues on next page]

Signed, sealed and delivered in our presence:

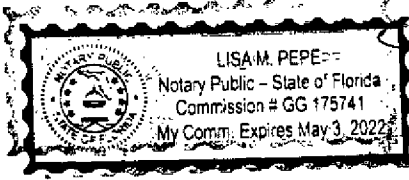
[Signature]
Witness Name: Joseph J. Balogh

[Signature]
Jamie Stiles

[Signature]
Witness Name: DEANNE SARTAR

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 16 day of April, 2019, by Jamie Stiles, who () is personally known to me or () has produced a driver's license as identification.



[Signature]
Notary Public
Printed Name: Lisa M. Pepe
My Commission Expires: May 3, 2022

EXHIBIT A

Legal Description

Parcel A:

Lots 34, 35, and 36, Block 14, RIO VISTA ISLES UNIT 5, according to the map or plat thereof as recorded in Plat Book 8, Page 7, of the Public Records of Broward County, Florida;

Together with:

Parcel B:

All that parcel of land lying East of the platted East boundary of Lot 36 of Block 14 of RIO VISTA ISLES, and South of the platted South line of Granada Drive, and extending to the waters of Rio Carmena and/or Lake Mabel, as shown on the plat of RIO VISTA ISLES, recorded in Plat Book 8, Page 7, of the Public Records of Broward County, Florida, more particularly defined and bounded as follows:

On the West by the platted East boundary line of Lot 36 of Block 14, above described, on the North by the platted South line of Granada Drive, as shown on the above mentioned plat of RIO VISTA ISLES; on the East by the East line of Lot 37, Block 15 of RIO VISTA ISLES, extended South to the waters of Rio Carmena and/or Lake Mabel; and on the South by the waters of Rio Carmena and/or Lake Mabel.

Also known as:

A portion of RIO VISTA ISLES, UNIT 5 according to the Plat thereof, as recorded in Plat Book 8, Page 7, of the Public Records of Broward County, Florida, more particularly described as follows: That certain triangular portion of land lying immediately East of Lot 36 in Block 14 of RIO VISTA ISLES, UNIT 5, and bounded on the West side by the Easterly border of the aforesaid Lot 36 and on the North by the Southerly right-of-way line of Southeast Tenth Street and on the East and South by Lake Mabel.

**OPERATING AGREEMENT
OF
VADER PROPERTIES, LLC**

This Operating Agreement (the "Agreement") of VADER PROPERTIES, LLC, a Delaware limited liability company (the "Company"), is executed as of April 8, 2019 by MARK TKACH ("Tkach"), whose address is 3425 East Suncrest Court, Phoenix, AZ 85044, as the Company's sole "Member".

**SECTION 1
FORMATION**

The Company was formed as a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act upon the filing of its Certificate of Formation with the Delaware Secretary of State on April 8, 2019. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

**SECTION 2
MEMBERSHIP; CAPITAL CONTRIBUTIONS**

In exchange for a capital contribution to the Company, Tkach has been admitted as the Member and has been issued 100% of the limited liability company interests in the Company. The Member may make additional capital contributions to the Company as and when determined by the Member in the Member's sole discretion, there being no obligation to make any such capital contributions in the future. The limited liability company interests are uncertificated and this Agreement shall suffice as evidence of their issuance.

**SECTION 3
MANAGEMENT**

All decisions and actions concerning the Company and its affairs shall be made or taken by the Member as the sole member of the Company, in the Member's absolute discretion. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

**SECTION 4
DISTRIBUTIONS; TAX MATTERS**

4.1 Distributions. The Company's available cash flow shall be distributed to the Member from time to time as determined by the Member in the exercise of its sole discretion.

4.2 Tax Treatment. For so long as the Member is the sole Member of the Company, and at any other time when the Company has only one Member, the Company shall be treated as a disregarded entity within the meaning of Treasury Regulation Section 301.7701-2 and shall not file federal or state income tax returns, and in accordance with applicable tax laws, the Company shall

use the Member's taxpayer identification number on any Company bank accounts and on any other documents that require a taxpayer identification number. All items of income, gain, loss, deduction and credit, as determined for federal and state income tax purposes, shall be reported by the Member on its federal and state income tax returns.

SECTION 5 LIMITATION ON LIABILITY; INDEMNITY

5.1 Limitation on Liability. For purposes of this Section 4, the term "Actor" means (a) the Member, and (b) any officer of the Company. No Actor shall be liable to the Company or its member for actions taken in good faith by the Actor in connection with the Company or its business; provided that an Actor shall in all instances remain liable for acts or omissions which constitute bad faith, fraud, willful misconduct or gross negligence (except to the extent the Company is compensated for the same by insurance). All decisions, actions and omissions by an Actor will be evaluated under the business judgment rule which, for purposes of this Agreement, means that an Actor will not be liable to the Company for any decision, act or omission by that Actor where there is a reasonable basis to indicate that the act or omission was made in good faith. For purposes of the preceding sentence, (i) an Actor will be presumed in all cases to have acted, failed to act or otherwise discharged the Actor's duties (1) in good faith, (2) with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and (3) in a manner the Actor reasonably believes to be in the best interests of the Company, and (ii) the burden will be on the person challenging the Actor's action, failure to act or other discharge of duties to establish by clear and convincing evidence facts rebutting the foregoing presumption.

5.2 Indemnification. To the fullest extent permitted by law, the Company, its receiver or trustee, as applicable, shall indemnify, defend and hold harmless each Actor, to the extent of the Company's assets, from, for and against any liability, damage, cost, expense, loss, claim or judgment incurred by the Actor arising out of any claim based upon acts performed or omitted to be performed by the Actor in connection with the business of the Company, including, without limitation, reasonable attorneys' fees and costs incurred by the Actor in the settlement or defense of such claim; provided, however, that no Actor shall be indemnified for claims based upon acts performed or omitted which constitute bad faith, fraud, willful misconduct or gross negligence.

5.3 Savings Clause; Severability. No repeal, amendment or modification of any portion of this Section 4, whether direct or indirect, shall eliminate or reduce its effect with respect to any act or failure to act of an Actor occurring prior to such repeal, amendment or modification. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Member of the Company has executed this Agreement to be effective as of the date first above written.

Member:



MARK TKACH

**STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION**

(Vader Properties, LLC)

This Certificate of Formation is being executed by the undersigned for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act.

First: The name of the limited liability company is **"Vader Properties, LLC"**.

Second: The address of the limited liability company's registered office in the State of Delaware is 1675 South State Street, Suite B, Dover, DE 19901.

Third: The name and address of the limited liability company's Registered Agent is: Capitol Services, Inc., 1675 South State Street, Suite B, Dover, DE 19901.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 8th day of April, 2019.


By _____
RUSSELL C. BROWN, Authorized Person

EXHIBIT IV ORIGINAL SURVEY

LEGAL DESCRIPTION
 PARCEL A:
 LOTS 34, 35 AND 36, BLOCK 14, RIO VISTA ISLES UNIT NO. 5 ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 7 PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

TOGETHER WITH:

PARCEL B:
 ALL THAT PARCEL OF LAND LYING EAST OF THE PLATTED EAST BOUNDARY OF LOT 36 OF BLOCK 14 OF RIO VISTA ISLES, AND SOUTH OF THE PLATTED SOUTH LINE OF GRANADA DRIVE, AND EXTENDING TO THE WATERS OF RIO CARMENA AND/OR LAKE MABEL, AS SHOWN ON THE PLAT OF RIO VISTA ISLES, RECORDED IN PLAT BOOK 8, PAGE 7, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DEFINED AND BOUNDED AS FOLLOWS:

ON THE WEST BY THE PLATTED EAST BOUNDARY LINE OF LOT 36 OF BLOCK 14, ABOVE DESCRIBED, ON THE NORTH BY THE PLATTED SOUTH LINE OF GRANADA DRIVE, AS SHOWN ON THE ABOVE MENTIONED PLAT OF RIO VISTA ISLES; ON THE EAST BY THE EAST LINE OF LOT 37 BLOCK 15 OF RIO VISTA ISLES, EXTENDED SOUTH TO THE WATERS OF RIO CARMENA AND/OR LAKE MABEL; AND ON THE SOUTH BY THE WATERS OF RIO CARMENA AND/OR LAKE MABEL.

ALSO KNOWN AS:
 A PORTION OF RIO VISTA ISLES, UNIT NO. 5 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 7, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT CERTAIN TRIANGULAR PORTION OF LAND LYING IMMEDIATELY EAST OF LOT 36 IN BLOCK 14 OF RIO VISTA ISLES, UNIT NO. 5, AND BOUNDED ON THE WEST SIDE BY THE EASTERLY BORDER THE AFORESAID LOT 36 AND ON THE NORTH BY THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST TENTH STREET AND ON THE EAST AND SOUTH BY LAKE MABEL.

S.E. 10TH STREET

50' RIGHT-OF-WAY ASPHALT PAVEMENT

- ABBREVIATIONS
- BC BUILDING CORNER
 - BW BACK OF WALK
 - C CALCULATED
 - M MEASURED
 - N.T.S. NOT TO SCALE
 - OP OPEN PORCH
 - ORB OFFICIAL RECORDS BOOK
 - PC POINT OF CURVATURE
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - PG PAGE
 - PRM POINT OF REVERSE CURVE
 - PT PERMANENT REFERENCE MONUMENT
 - E/F END OF FENCE
 - EW EDGE OF WALK
 - EW EDGE OF WATER
 - F/C FENCE CORNER
 - F/L FOUND IRON PIPE
 - F/P FOUND IRON ROD
 - FN FOUND NAIL
 - FN FOUND NAIL & DISC
 - FN&D FOUND NAIL & DISC
 - FL&D FOUND NAIL & DISC
 - R RECORD
 - RAD RADIAL
 - SET NAIL & DISC # 5495
 - SN&D SCREENED PORCH
 - SP SET 1/2" PIN & CAP # 5495
 - SP&C CORNER NOT FOUND
 - CNF CORNER NOT FOUND

CERTIFIED TO:
 GARY MAY

PROPERTY ADDRESS
 1776 SE 10TH STREET
 FORT LAUDERDALE, FL 33316

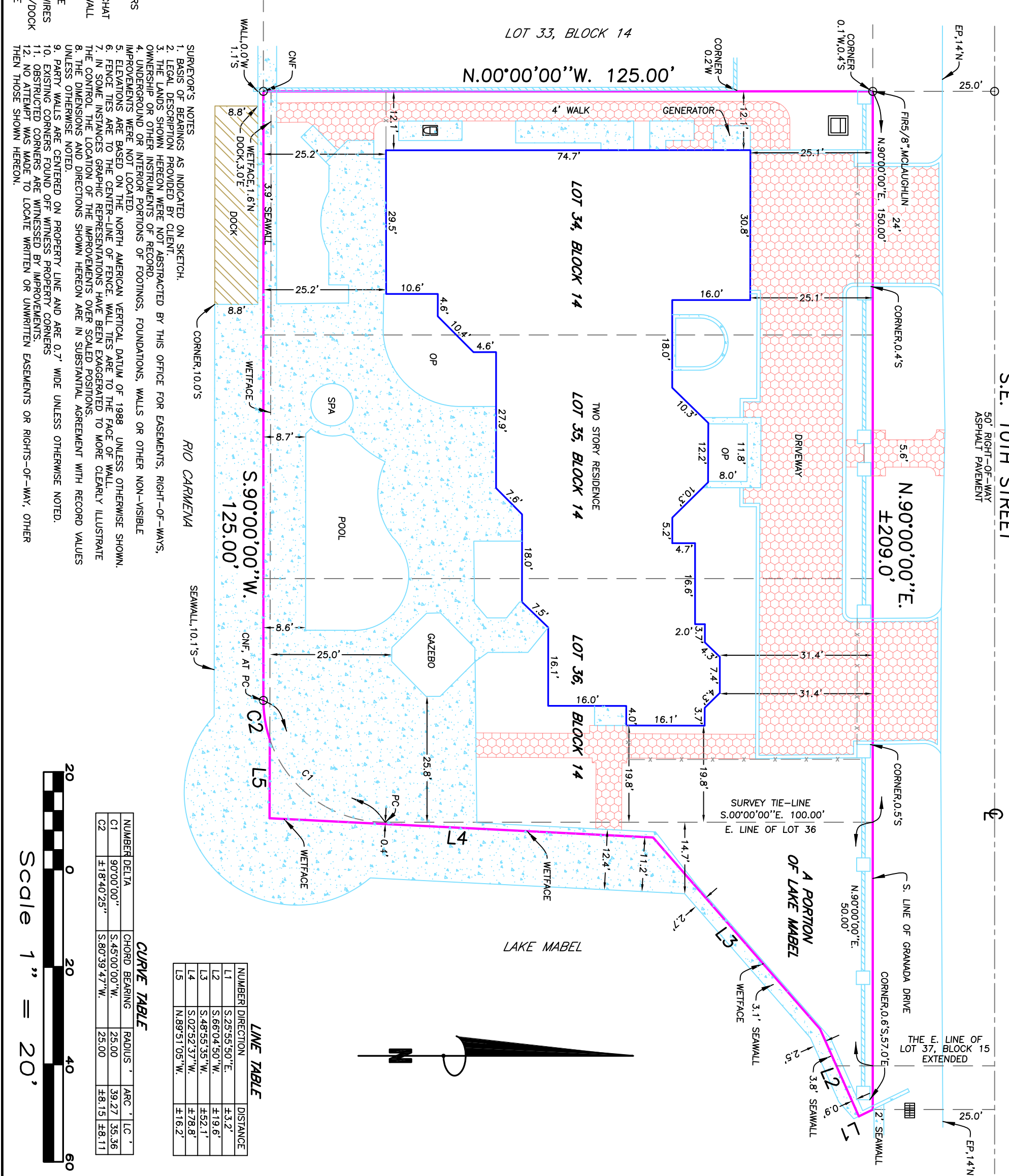
BOUNDARY SURVEY
 INVOICE # 41807
 SURVEY DATE 04/11/19
 FLOOD ZONE X0.2%/AE6
 MAP DATE 08/18/14
 MAP NUMBER 125105 0576H

LEGEND

- ▣ CABLE JUNCTION BOX
- ▣ CATCH BASIN
- CLEAN OUT
- ⊗ CONTROL VALVE
- ⊗ ELECTRIC SERVICE
- ⊗ FIRE HYDRANT
- ⊗ FP&L PAD
- ⊗ GUY ANCHOR
- ⊗ MANHOLE
- ⊗ POOL EQUIPMENT
- ⊗ POWER/LIGHT POLE
- ⊗ SPRINKLER SYSTEM
- ⊗ WATER METER
- ⊗ WATER VALVE
- ⊗ WELL
- ▣ BRICK PAVERS
- ▣ CENTERLINE
- ▣ CONCRETE/CHAT
- ▣ CONCRETE WALL
- ▣ ELEVATION
- ▣ METAL FENCE
- ▣ OVERHEAD WIRES
- ▣ WOOD DECK/DOCK
- ▣ WOOD FENCE

ATLANTIC COAST
 SURVEYING INC.

PAUL J. STOWELL
 PROFESSIONAL LAND SURVEYOR
 FLORIDA CERTIFICATION NO. 5241
 ATLANTIC COAST SURVEYING, INC.
 6129 STRILING RD SUITE 2 DAVIE, FLORIDA 33314
 OFFICE: 954.587.2100 FAX: 954.587.5418



LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S.25°55'50"E	±3.2'
L2	S.66°04'50"W	±19.6'
L3	S.48°55'35"W	±52.1'
L4	S.02°52'37"W	±78.8'
L5	N.89°51'05"W	±16.2'

CURVE TABLE

NUMBER	DELTA	CHORD BEARING	RADIUS	ARC	LC
C1	90°00'00"	S.45°00'00"W	25.00	39.27	35.36
C2	±18°40'25"	S.80°39'47"W	25.00	±8.15	±8.11

SURVEYOR'S NOTES

1. BASIS OF BEARINGS AS INDICATED ON SKETCH.
2. LEGAL DESCRIPTION PROVIDED BY CLIENT.
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR EASEMENTS, RIGHT-OF-WAYS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
4. UNDERGROUND OR INTERIOR PORTIONS OF FOOTINGS, FOUNDATIONS, WALLS OR OTHER NON-VISIBLE IMPROVEMENTS WERE NOT LOCATED.
5. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 UNLESS OTHERWISE SHOWN.
6. FENCE TIES ARE TO THE CENTER-LINE OF FENCE. WALL TIES ARE TO THE FACE OF WALL.
7. IN SOME INSTANCES GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE CONTROL. THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
8. THE DIMENSIONS AND DIRECTIONS SHOWN HEREON ARE IN SUBSTANTIAL AGREEMENT WITH RECORD VALUES UNLESS OTHERWISE NOTED.
9. PARTY WALLS ARE CENTERED ON PROPERTY LINE AND ARE 0.7' WIDE UNLESS OTHERWISE NOTED.
10. EXISTING CORNERS FOUND OFF WITNESS PROPERTY CORNERS.
11. OBSTRUCTED CORNERS ARE WITNESSED BY IMPROVEMENTS.
12. NO ATTEMPT WAS MADE TO LOCATE WRITTEN OR UNWRITTEN EASEMENTS OR RIGHTS-OF-WAY, OTHER THAN THOSE SHOWN HEREON.

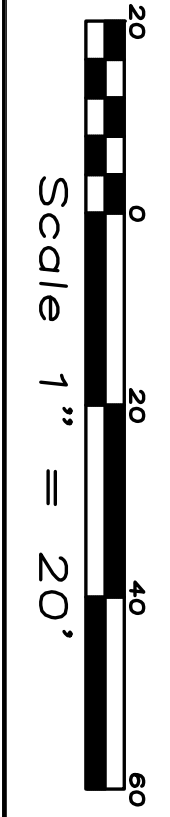
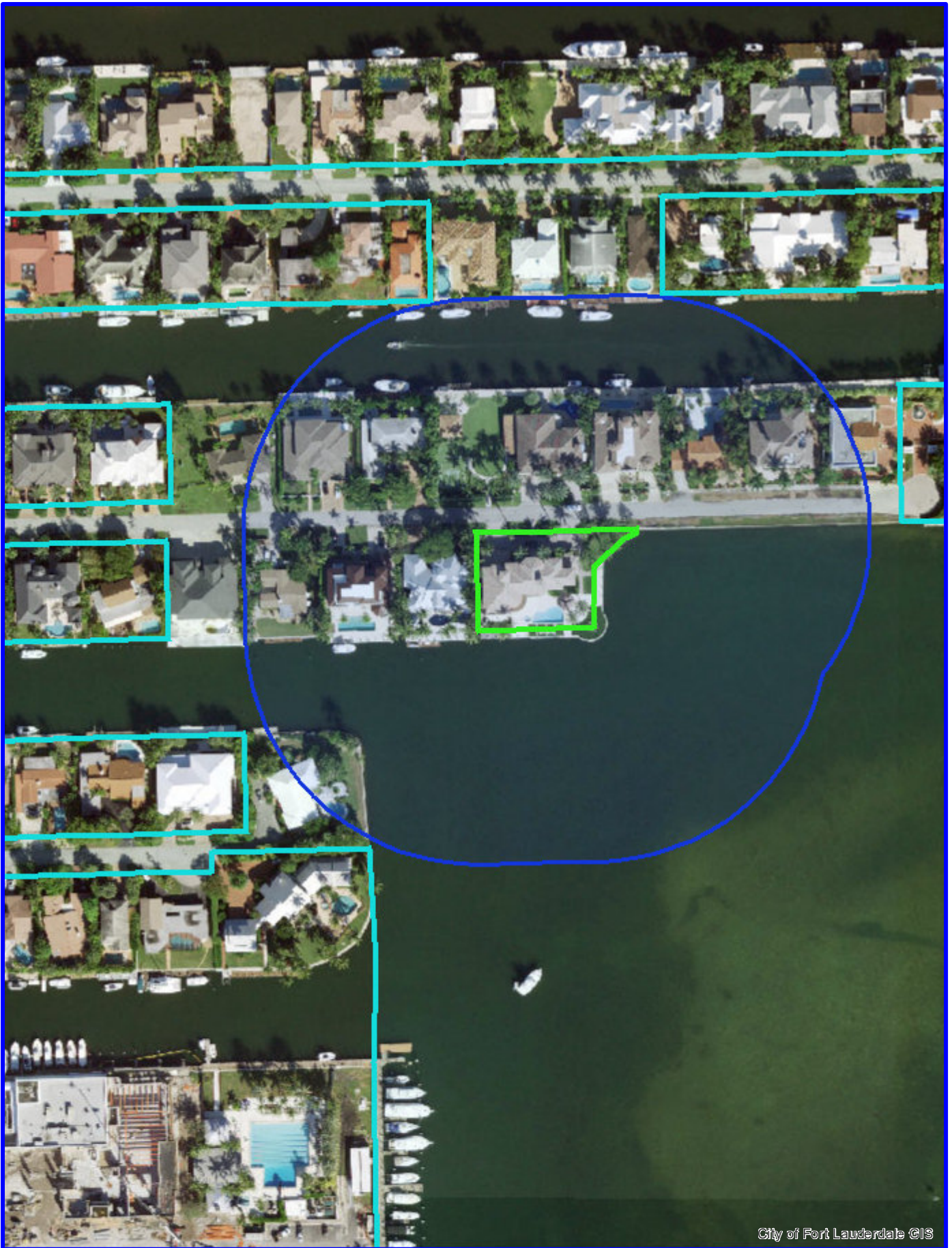


EXHIBIT V ZONING AERIAL



City of Fort Lauderdale GIS



CITY OF FORT LAUDERDALE

1776 SE 10th Street

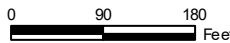


EXHIBIT VI SITE PHOTOGRAPHS

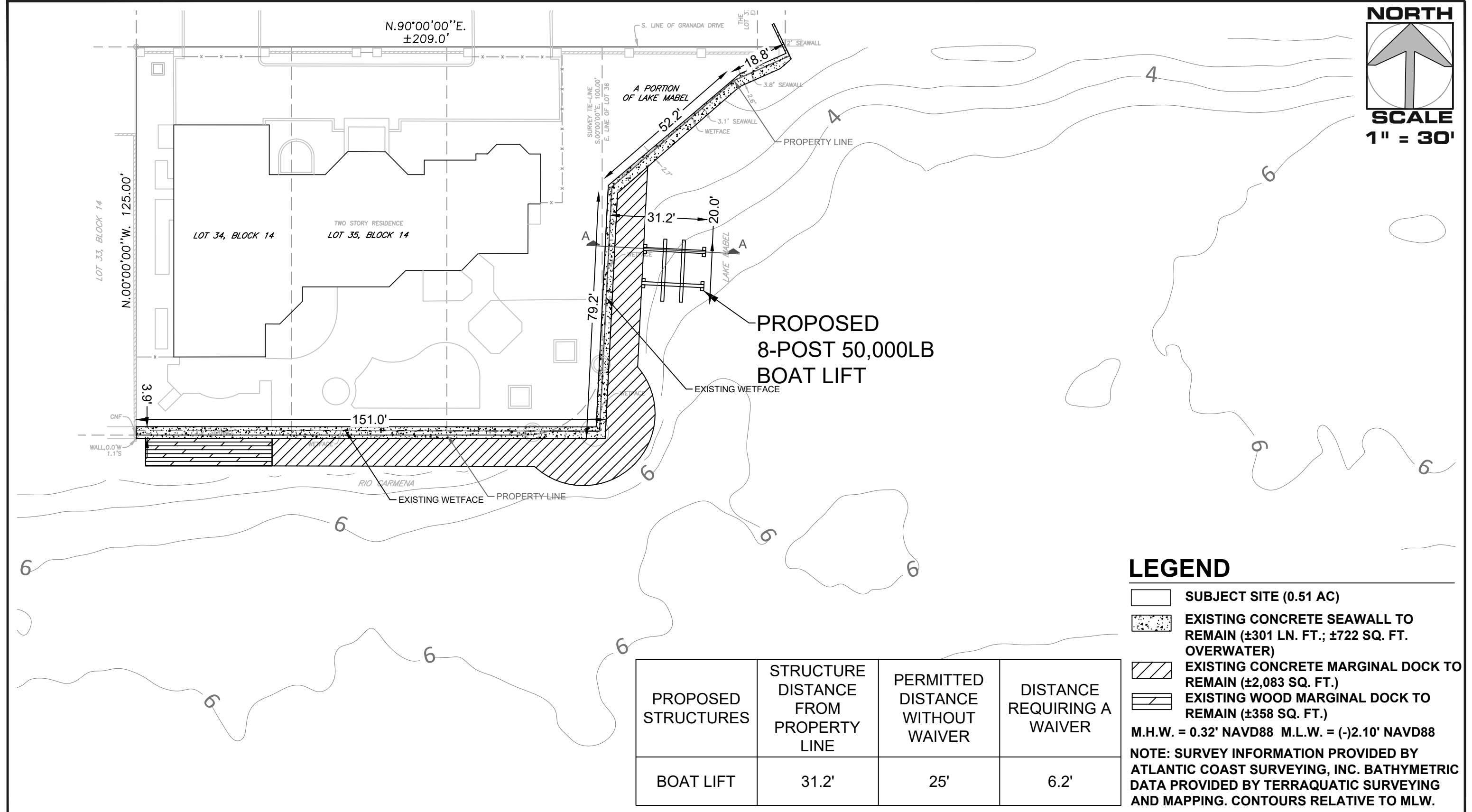


1. Northeast corner of the subject site, facing southwest.



2. Southwest portion of the subject site, facing east.

EXHIBIT VII PROJECT PLANS



LEGEND

- SUBJECT SITE (0.51 AC)
- EXISTING CONCRETE SEAWALL TO REMAIN (±301 LN. FT.; ±722 SQ. FT. OVERWATER)
- EXISTING CONCRETE MARGINAL DOCK TO REMAIN (±2,083 SQ. FT.)
- EXISTING WOOD MARGINAL DOCK TO REMAIN (±358 SQ. FT.)

M.H.W. = 0.32' NAVD88 M.L.W. = (-)2.10' NAVD88
 NOTE: SURVEY INFORMATION PROVIDED BY ATLANTIC COAST SURVEYING, INC. BATHYMETRIC DATA PROVIDED BY TERRAQUATIC SURVEYING AND MAPPING. CONTOURS RELATIVE TO MLW.

PROPOSED STRUCTURES	STRUCTURE DISTANCE FROM PROPERTY LINE	PERMITTED DISTANCE WITHOUT WAIVER	DISTANCE REQUIRING A WAIVER
BOAT LIFT	31.2'	25'	6.2'

THIS DRAWING AND ALL APPURTENANT MATTER CONTAINS INFORMATION PROPRIETARY TO THE CHAPPELL GROUP, INC. AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND MUST NOT BE REPRODUCED, COPIED, LOANED, REVEALED, NOR LISTED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS SPECIFICALLY FURNISHED WITHOUT EXPRESSED WRITTEN CONSENT OF THE CHAPPELL GROUP, INC.
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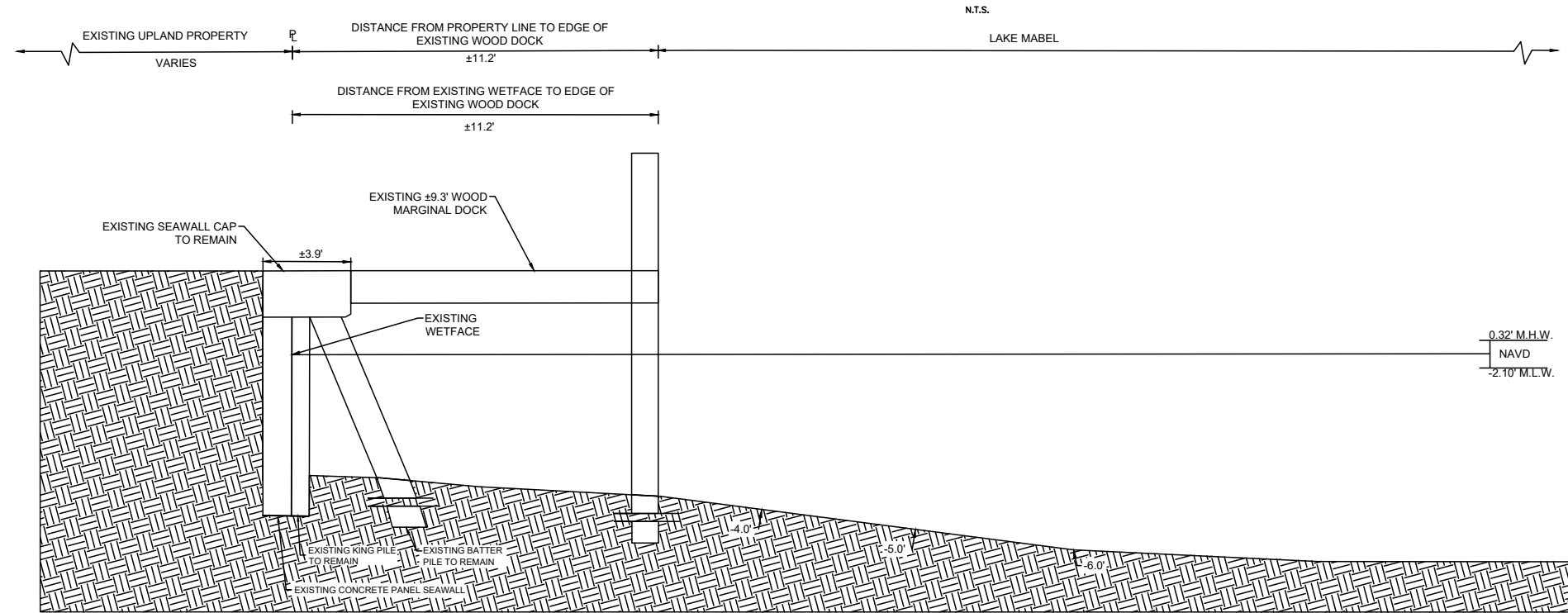
THE Chappell GROUP INC.
 714 East McNab Road
 Pompano Beach, Florida 33060
 tel. 954.782.1908
 fax. 954.782.1108
www.thechappellgroup.com

- Environmental Consultants
- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- T&E Species Surveys

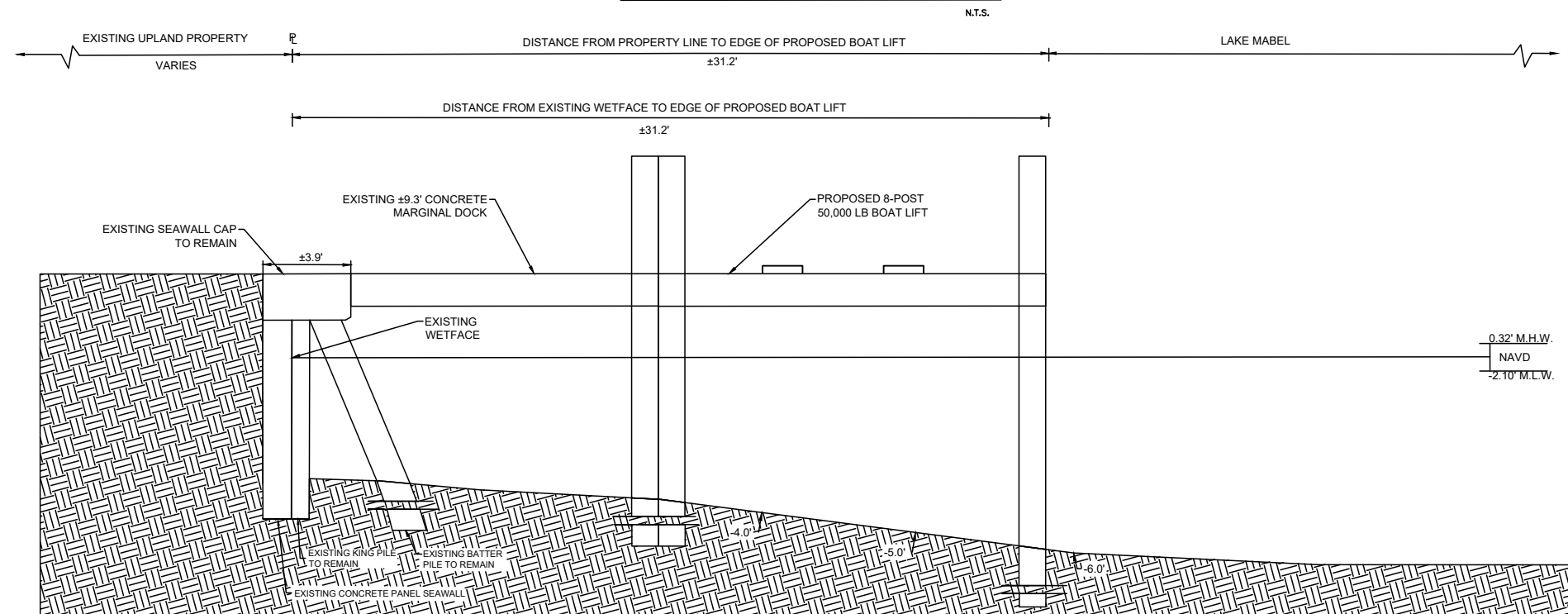
1776 SE 10TH STREET
 PREPARED FOR:
VADER PROPERTIES, LLC.

PROPOSED CONDITIONS		
Date: 9/18/2020	Sheet : 2	of : 4
Proj No.: 14-0030.002		

EXISTING CONDITIONS A-A (TYP.)



PROPOSED CONDITIONS A-A (TYP.)



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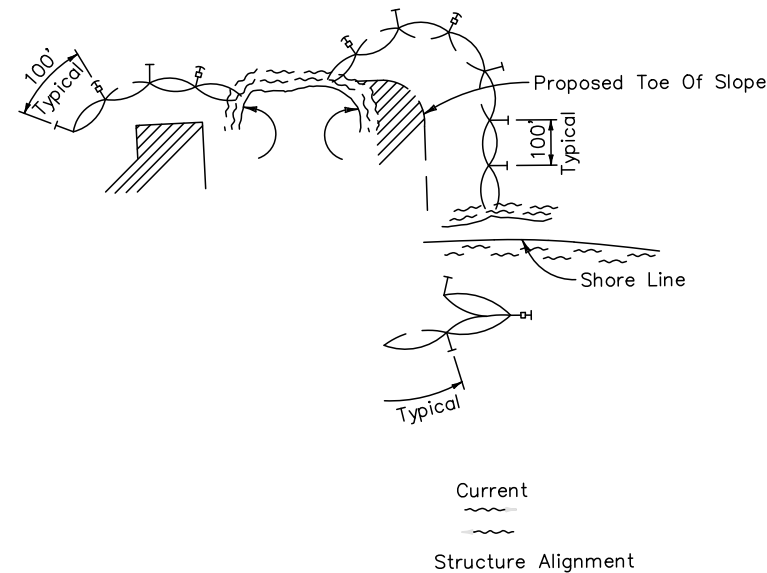
THE Chappell GROUP INC.
 714 East McNab Road
 Pompano Beach, Florida 33060
 tel. 954.782.1908
 fax. 954.782.1108
www.thechappellgroup.com

- Environmental Consultants
- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- T&E Species Surveys

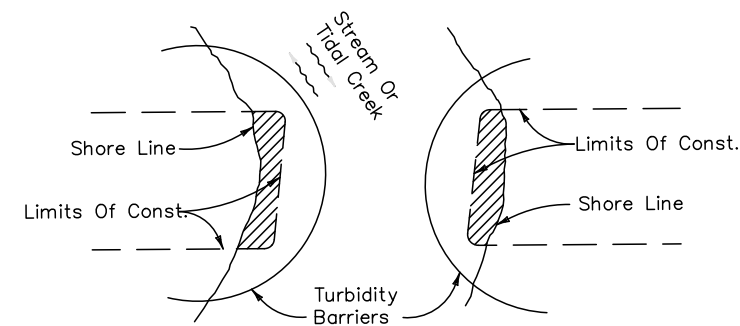
1776 SE 10TH STREET
 PREPARED FOR:
VADER PROPERTIES, LLC

SECTION A		
Date: 9/18/2020	Sheet : 3	of : 4
Proj No.: 14-0030.002		

CONSTRUCTION BARGE (TYP.)



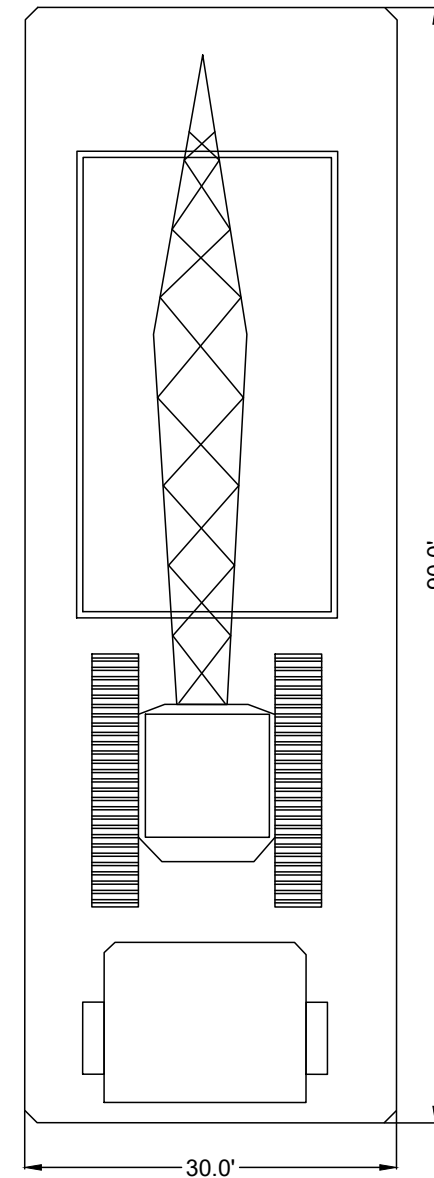
- LEGEND**
- Pile Locations
 - ▨ Dredge Or Fill Area
 - Mooring Buoy w/Anchor
 - Anchor
 - Barrier Movement Due To Current Action



Note:
Turbidity barriers for flowing streams and tidal creeks may be either floating, or staked types or any combinations of types that will suit site conditions and meet erosion control and water quality requirements. The barrier type(s) will be at the Contractor's option unless otherwise specified in the plans, however payment will be under the pay item(s) established in the plans for Floating Turbidity Barrier and/or Staked Turbidity Barrier. Posts in staked turbidity barriers to be installed in vertical position unless otherwise directed by the Engineer.

1. Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.
2. Number and spacing of anchors dependent on current velocities.
3. Deployment of barrier around pile locations may vary to accommodate construction operations.
4. Navigation may require segmenting barrier during construction operations.
5. For additional information see Section 104 of the Standard Specifications.

TURBIDITY BARRIER APPLICATIONS



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THE Chappell GROUP INC.
714 East McNab Road
Pompano Beach, Florida 33060
tel. 954.782.1908
fax. 954.782.1108
www.thechappellgroup.com

- Environmental Consultants
- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- T&E Species Surveys

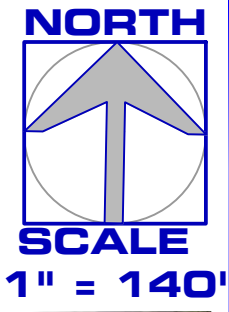
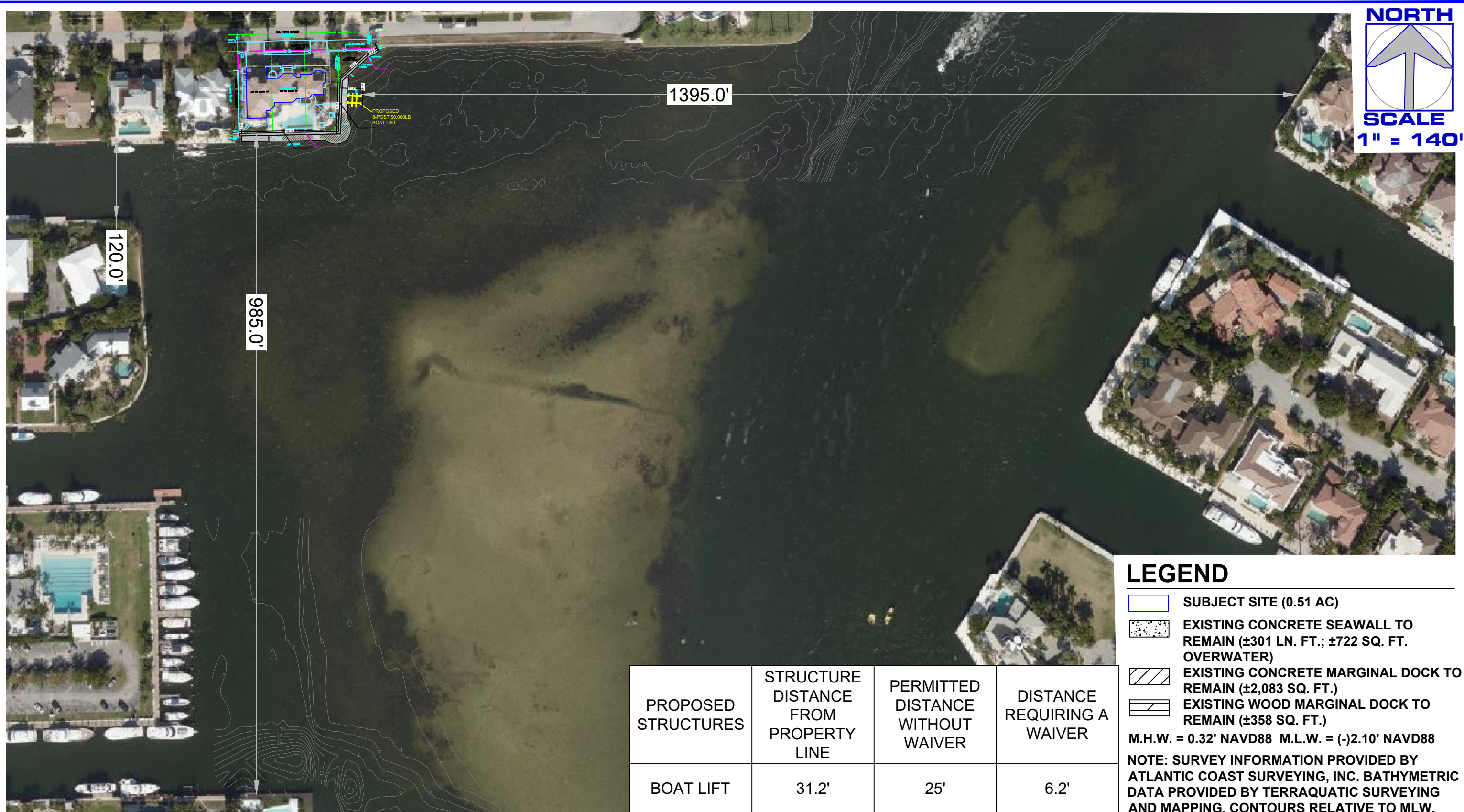
1776 SE 10TH STREET

PREPARED FOR:
VADER PROPERTIES, LLC.

DETAILS

Date: 9/18/2020	Sheet : 4	of : 4	
Proj No.: 14-0030.002			

EXHIBIT VIII DISTANCE EXHIBIT



LEGEND

- SUBJECT SITE (0.51 AC)
- EXISTING CONCRETE SEAWALL TO REMAIN (±301 LN. FT.; ±722 SQ. FT. OVERWATER)
- EXISTING CONCRETE MARGINAL DOCK TO REMAIN (±2,083 SQ. FT.)
- EXISTING WOOD MARGINAL DOCK TO REMAIN (±358 SQ. FT.)

M.H.W. = 0.32' NAVD88 M.L.W. = (-)2.10' NAVD88
 NOTE: SURVEY INFORMATION PROVIDED BY ATLANTIC COAST SURVEYING, INC. BATHYMETRIC DATA PROVIDED BY TERRAQUATIC SURVEYING AND MAPPING. CONTOURS RELATIVE TO MLW.

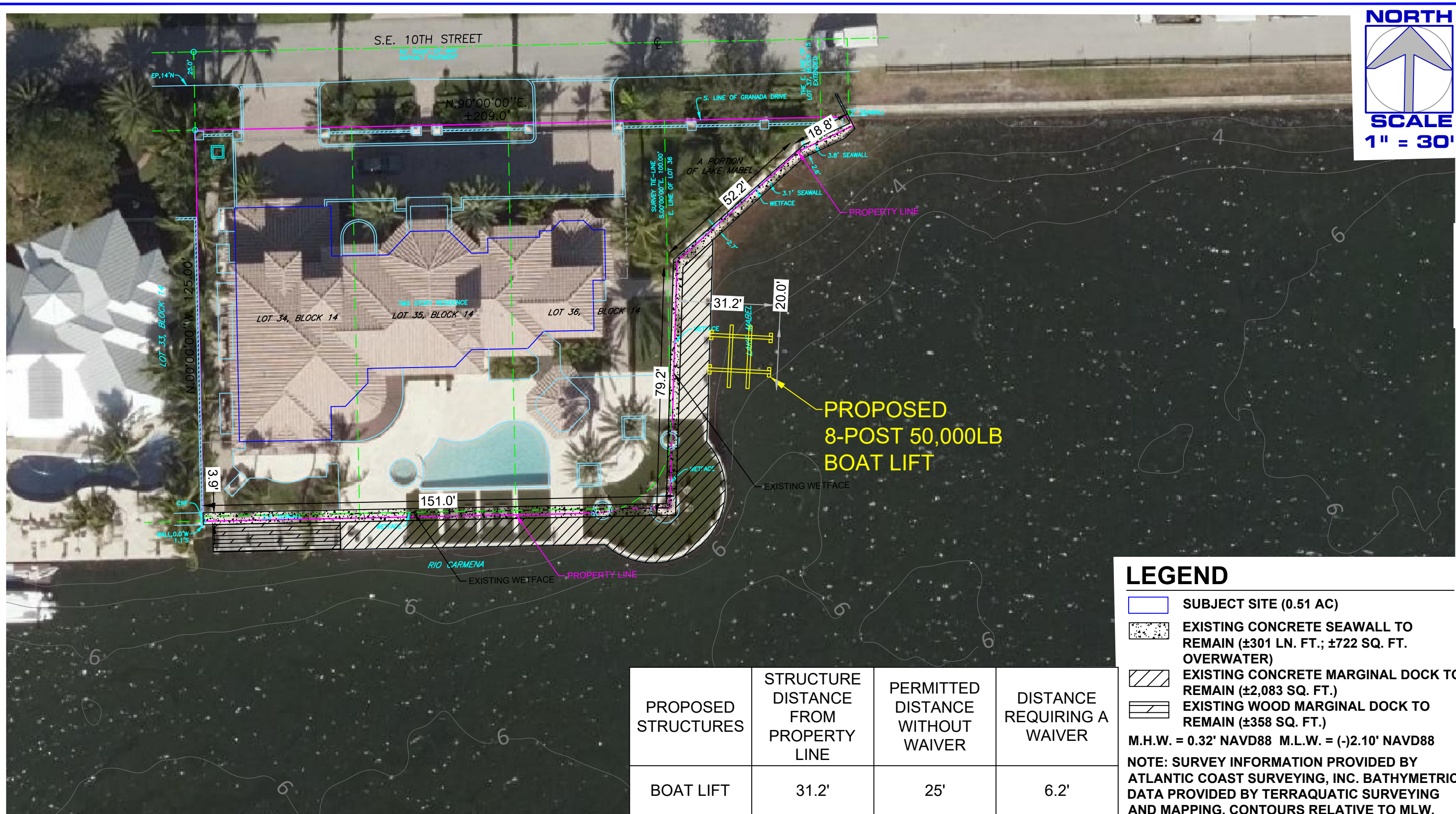
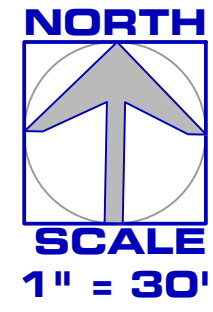
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1776 SE 10TH STREET
 PREPARED FOR:
VADER PROPERTIES, LLC.

DISTANCE AERIAL		
Date: 9/18/2020	Sheet :	of :
Proj No.: 14-0030.002	1	2



LEGEND

- SUBJECT SITE (0.51 AC)
- EXISTING CONCRETE SEAWALL TO REMAIN (±301 LN. FT.; ±722 SQ. FT. OVERWATER)
- EXISTING CONCRETE MARGINAL DOCK TO REMAIN (±2,083 SQ. FT.)
- EXISTING WOOD MARGINAL DOCK TO REMAIN (±358 SQ. FT.)

M.H.W. = 0.32' NAVD88 M.L.W. = (-)2.10' NAVD88
 NOTE: SURVEY INFORMATION PROVIDED BY ATLANTIC COAST SURVEYING, INC. BATHYMETRIC DATA PROVIDED BY TERRAQUATIC SURVEYING AND MAPPING. CONTOURS RELATIVE TO MLW.

PROPOSED STRUCTURES	STRUCTURE DISTANCE FROM PROPERTY LINE	PERMITTED DISTANCE WITHOUT WAIVER	DISTANCE REQUIRING A WAIVER
BOAT LIFT	31.2'	25'	6.2'

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1776 SE 10TH STREET
 PREPARED FOR:
VADER PROPERTIES, LLC.

DISTANCE AERIAL		
Date: 9/18/2020	Sheet : 2	of : 2
Proj No.: 14-0030.002		

EXHIBIT IX EXISTING WAIVERS IN THE VICINTY

EXISTING WAIVERS IN THE VICINITY



ADDRESS	MAXIMUM DISTANCE
540 Lido Drive	45.5'
1627 SE 7 th Street	47.2'
1801 SE 7 th Street	42'
1725 SE 12 th Street	63'
3 Harborage Isle Drive	43'
27 Isla Bahia Drive	30'
2418 Del Lago Drive	43'
2400 Del Lago Drive	36.3'
2412 Del Lago Drive	49'
2430 Del Lago Drive	50'
2412 Laguna Drive	49'
2418 Laguna Drive	43'
2430 Laguna Drive	50'
Subject Site	31.2'

EXHIBIT X LETTERS OF SUPPORT

LETTERS OF SUPPORT



ADDRESS	OWNER
1749 SE 10 th Street	Alberto Fernandez
1760 SE 10 th Street	John O'Donnell
1777 SE 10 th Street	Michael Hooley
1785 SE 10 th Street	Bonnie Belangie
1791 SE 10 th Street	Ellen Fisher
1818 SE 10 th Street	Barbara Hutchings
1745 SE 11 th Street	Lee Steele

MEMORANDUM NO. MF 20-13

DATE: September 18, 2020
TO: Marine Advisory Board
FROM: Andrew Cuba, Manager of Marine Facilities
RE: October 1, 2020 MAB Agenda / Application – Beach Boating Restricted Area Waiver/Code Section 8-175 – Atlantic Beach Clubs-Two, Inc.

Attached is an application for a waiver of the provisions under code section 8-170 through 8-178 to operate through the beach boating restricted zone located up to 100 yards off shore from property located on the beach adjacent to 3049 Alhambra Street (see **Exhibit 1**).

APPLICATION AND BACKGROUND INFORMATION

The City Code of Ordinances, Section 8-175 (within **Exhibit 2**) requires among other things that the contents of the application include: the name and address of the business operator; complete description of activities; specific location of activities; proof of insurance coverage; and any additional information which is reasonably necessary to enable the City Commission to determine whether the activities proposed to be conducted under the waiver may constitute a reasonably likely threat of endangering public safety. Among other factors, the City Commission may grant or deny the application and may consider whether:

- (1) The waiver application is incomplete in a material respect;
- (2) The waiver application has been fraudulently completed;
- (3) The activity proposed under the waiver could not be conducted without a reasonably likely threat of endangering public safety.

SITE LOCATION

As described in the application included in **Exhibit 1** the proposed motorized watercraft rental concession is located on beach property adjacent to 3049 Alhambra Street as described in the site plan provided in **Exhibit 1**. The proposed rental site will consist of an approximately 50' wide corridor with a minimum of 8 temporary removable orange buoys used to adequately identify the corridor. The corridor is strictly for use by rental watercraft traversing the 100-yard boat restricted zone as required under the code.

OPERATING PLAN

The operator proposes to maintain a fleet of ten (10) VX-110 Yamaha wave runners for rental purposes. Additionally, an additional wave runner will be assigned solely as a chase watercraft to control and safeguard watersports activities in accord with the requirements contained in the code. Provisions in the application included in **Exhibit 1** have also been made to clearly identify the chase watercraft from rental watercraft. In addition to the wave runners, a 12 passenger 'banana boat' will be available for rent. The designated non-permanent over-night storage site for wave runners and other equipment must be secured in an area above the high water mark as required by the code.

RECOMMENDATIONS

To summarize the above, we find that the proposed business operation meets all of the conditions of the code. The recommendations and requirements for this applicant are implemented to maintain consistency. In addition, the special safety conditions imposed on the motorized rental concession include:

1. Corridor buoys shall be placed approximately fifty feet (50') apart with measurement starting from the 100 yard boating restricted outer demarcation line currently marked with white cylindrical buoys.
2. The forward portion of all motorized rental watercraft and the chase watercraft shall be sufficient in size to permit identification a minimum distance of 150 yards.
3. Prior to operating the business operator's insurance certificate shall be reviewed by the City's Risk Manager in accord with code section 8-175(6).
4. Prior to operating daily a minimum of 2 signs must be posted along the high water mark at each boundary of the corridor to sufficiently warn the swimming public not to enter the watercraft launching area. Signs shall be removed at the end of each day and stored above the high water mark in the designated area under cover in a secure location to prevent theft.

AC
Attachment

cc: Enrique Sanchez, Deputy Director of Parks and Recreation
Jonathan Luscomb, Marine Facilities Supervisor

Atlantic Beach Clubs-Two, Inc.

APPLICATION FOR WATERWAY PERMITS, WAIVERS AND LICENSES

September 17, 2020

Atlantic Beach Clubs Two, Inc.

Exhibits Index

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<ul style="list-style-type: none">• STORAGE SITE PLAN• EQUIPMENT PHOTOS	
PRE-RENTAL INSTRUCTIONS / WAIVER FORMS	Page 9
<ul style="list-style-type: none">• DECLARATION OF FITNESS / PWC• PWC LIABILITY RELEASE WAIVER	
SAFETY CHANNEL / MARKED CORRIDOR	Page 11
<ul style="list-style-type: none">• BUOY PHOTO• SIGN PHOTO	
EQUIPMENT MAINTENANCE / FUEL HANDLING	Page 12
<ul style="list-style-type: none">• PWC OPENING CHECKLIST• PWC CLOSING CHECKLIST	
CONCESSION SITE PLAN	Page 15
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**CITY OF FORT LAUDERDALE MARINE FACILITIES
APPLICATION FOR WATERWAY PERMITS, WAIVERS AND LICENSES**

Any agreement with the City of Fort Lauderdale and other parties, such as, but not limited to, licenses, permits and approvals involving municipal docking facilities or private uses in the waterways as regulated by Section B of the City Code of Ordinances of Section 17-19.3 of the City's Urban Land Development Regulations shall be preceded by the execution and filing of the following application form available at the Office of the Supervisor of Marine Facilities. The completed application must be presented with the applicable processing fee paid for before the agreement is prepared or the application processed for formal consideration (See City of Fort Lauderdale Code Section 2-157). If legal publication is necessary, the applicant agrees to pay the cost of such publication in addition to the application fee.

APPLICATION FORM – MUST BE TYPEWRITTEN FORM ONLY

1. LEGAL NAME OF APPLICANT – (if corporation, name and titles of officers as well as the exact name of corporation. If individuals doing business under fictitious name, correct names of individuals, not fictitious names, must be used):

NAME: Atlantic Beach Clubs-Two, Inc.
David S. Heemsker Owner / President
TELEPHONE 954-543-2938 N/A
NUMBER: Business Fax

2. ADDRESS Adjacent to 3049 Alhambra Street
3. TYPE OF AGREEMENT DESIRED: Waiver for Motorized Watersports Rental Concession / Public Beach.
4. REASON FOR REQUEST: Rental of watercraft and banana boat rentals on public beach governed by 8-170 through 8-178 of the City Code.
5. ADDRESS AND LEGAL DESCRIPTION OF PREMISES OR AREA AFFECTED: The concession area is a fifty foot wide area of the beach east of the beach.
STREET ADDRESS: Adjacent to 3049 Alhambra Street

LEGAL DESCRIPTION: A portion of section 7 township 50 south, range 43 east bounded as follows:

On the North by a line 75 feet south of, as measured by right angles to the eastern projection of the centerline of Alhambra Street; On the west by a line 35' east of the east right of way line of Atlantic Boulevard (State road A-1-A); on the south by a line of 75' south of, as measured at right angles to the easterly projection of the centerline of Alhambra Street and on the east by all as shown on the Broward County records Plat Book No. 19 Page 26 of the Birch Ocean Front Sub, portion of block A. Said lands situated, lying and being in the City of Fort Lauderdale, Broward County, Florida.

The general description of the concession areas is fifty (50) foot wide area of the beach east of the access stairway at Alhambra Street.

6. PROOF OF OWNERSHIP - (Certificate of title by recognized title company certifying ownership of land):

7. SIGNATURE AND TITLE: N/A

8. Mailing Address 398 N.W. 35th Place
Boca Raton, FL 33431

Signature and Title: 
David S. Heemsker, President

The sum of _____ was paid by the above named applicant on the _____ day of _____, 2020.

===== FOR OFFICIAL USE ONLY =====

Marine Advisory Board Action:
Formal Action taken on _____

Commission Action:
Formal action taken on _____

Accepted _____ Continued to _____

Accepted _____ Continued to _____

Rejected _____ Referred to _____

Rejected _____ Referred to _____

INTRODUCTION

Atlantic Beach Clubs is honored to have been chosen by the City of Fort Lauderdale to operate the Motorized Watercraft Beach Concession on Fort Lauderdale Beach (RFP 12432-515).

Atlantic Beach Clubs is proud of its 22 plus year past and present service to the watersports needs of both residents and visitors of Fort Lauderdale.

Based upon our experience in the industry, we are well aware of the City's needs for this Concession, as well as the safest and most profitable ways of fulfilling these needs.

We believe that "actions speak louder than words" and that our history of financial stability, safety record, knowledgeable and dependable personnel and up-to-date and safe equipment allows us to understand the essential needs for safety, professional staff, enjoyable and safe equipment required by the City of Fort Lauderdale.

The City's needs for this concession dovetails perfectly into our philosophy and experience in fulfilling those needs.

Atlantic Beach Clubs management intends to work with the Marine Advisory Board and the City of Fort Lauderdale every step of the way to ensure that every detail of our plan for the Motorized Watercraft Beach Concession is expanded and executed in a way that will do the City proud.

Our commitment in terms of dollars invested and excellence in personnel, marketing, profitability, equipment and safety procedures are set forth in this application.

Description of Equipment and Activities

Atlantic Beach Clubs will offer two types of activities at this concession. There will be wave runner rentals, banana boat rides. There will be a total of 11 wave runners and one 12 passenger banana boat. All equipment will be stored on site (see page 3, storage site plan). This plan offers a visual of what the site will look like after business hours. All equipment will be locked with security cables and master padlocks. The wave runners will be covered with custom-made covers.

The wave runners used for this operation will be Yamaha VX-110 (see page 4). They will be purchased brand new, will be 2018 models and will be replaced every two years or sooner as per city code. These wave runners are three seaters with 4 stroke engines that produce 110 horsepower. They will support a maximum weight of 530 pounds. These newer model wave runners have a noise muffling system that is below the waterline, which reduces noise levels. This vessel produces 82 decibels, which is below the state's legal limit.

The wave runner rentals will consist of 11 total wave runners, 10 of which will be rental vessels and one will be the required "CHASE" vessel. One chase vessel will be readily available in close proximity to the marked corridor for use by Atlantic Beach Club staff when any rental watercraft is in operation. This chase watercraft will be labeled on the front hood in large letters, "CHASE".

The rental watercraft will be labeled with large numbers (12"-15") on the front hood to identify Atlantic Beach Club rentals. These numbers will be large enough to allow the rental watercraft to be identifiable from a distance of 150 yards.

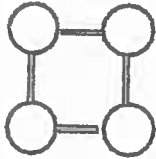
The banana boat used for the concession is a 12 passenger Island Hopper Banana Boat. It is the "Island Taxi" (See page 5). The banana boat can seat from 1 to 12 persons at a time. There are 6 seats on the port side and 6 seats on the starboard side. Passengers sit on the top of the banana boat and hold on to a strap that is built in to the banana boat itself. The banana boat is pulled by a wave runner. As per state requirements, the banana boat will be driven by a licensed staff member. Also as per state regulations, the tow vessel will have rear view mirrors allowing the driver a constant watch over the passengers.

For the wave runner rentals and banana boat rides all customers will be required to wear US Coast Guard approved Type I personal flotation devices at all times.

STORAGE SITE PLAN

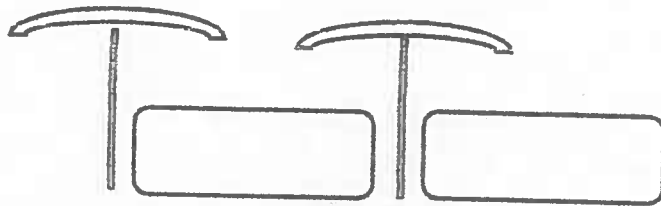
(not to scale)

Sea Wall



ATV

35 feet



Welcome Center

ZONE A



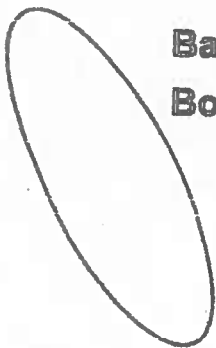
Storage Boxes



ZONE B

ZONE C

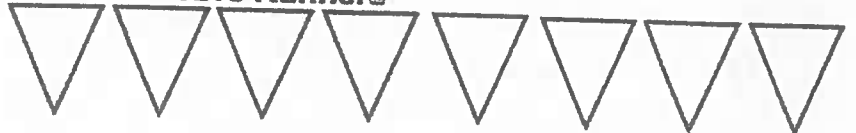
Banana Boat



Chase

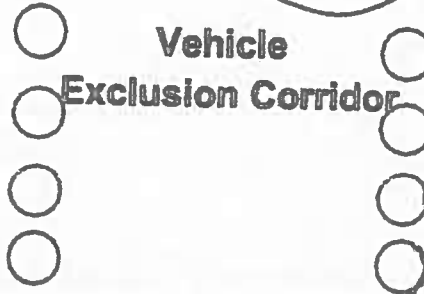


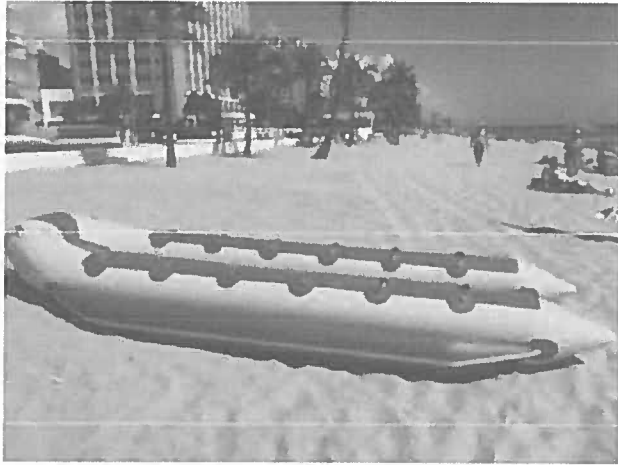
Wave Runners



Ocean

Vehicle Exclusion Corridor





PRE-RENTAL INSTRUCTIONS/WAIVER FORMS

The very first issue to resolve when renting a wave runner is to determine the age of the customer.

To operate a vessel powered by a motor of 10 horsepower or more, a person who was born on or after January 1, 1988, must have completed a boaters education course approved by the National Association of State Boating Law Administrators (NASBLA) or passed an approved equivalency exam. If a person is born prior to this date they are exempt from this requirement. All customers affected by this requirement will be allowed to get a temporary boaters license on site or online. The minimum age to rent a wave runner is 18. The minimum age to operate a "rental" wave runner is 16.

Atlantic Beach Club will offer pre-rental instructions to all of its customers. Company staff will inform renters about the safe and proper operation of a personal watercraft. This information will include but not be limited to:

Reckless operation, and noise, nuisance, and environmental concerns

Operational characteristics of PWC's-propulsion, steering, and stopping characteristics

Safe vessel operation and vessel "right-of-way" rules

Applicability of the navigation rules to PWC operation

Problems with seeing and being seen by other boaters

The location and content of warning labels

Responsibility of the operator and safe and proper operation of the vessel

Local characteristics of the waterway including the corridor and open sea

Once the orientation is complete, Atlantic Beach Clubs will provide all waverunner operators with a written form which will notify the operators of the special conditions of the rental and any applicable penalties for violating any of the conditions. Before allowing the rental watercraft to be operated within the corridor, Atlantic Beach Club will have the operator sign the form, acknowledging that the operator has read the form and will comply with the special operating conditions (See Pages 8 through 11).

In addition to this form, Atlantic Beach Club will require the operator to sign the PWC Renter Orientation Checklist. This checklist is provided by the Florida Fish and Wildlife Commission (See Page 12).

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims: Assumption of the Risk: Indemnification Agreement

In consideration of being allowed to use the facilities, vessels, and participate in operating personal watercraft and other activities (collectively the “Activities”) provided by Seabreeze Boat Rentals Inc. (the “Host”), the Participant hereby agrees, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that he/she has or may have against the Host arising out of the Participant’s participation in the Activities or the use of any equipment provided by the Host (“Equipment”), including while receiving instruction and/or training. As used herein, the term “Equipment” shall include, but not be limited to, personal watercraft;
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant understands that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

Personal Responsibility

The participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

The participant understands that his/her participation in the Activities is voluntary and further understands that he/she has the opportunity to inspect the Host’s Equipment, vessels, and facilities before any participation.

The Participant understands that he/she is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant observes any unusual hazard or condition, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant’s Name (Printed): _____

Date: _____

Participant’s Signature: _____

Date: _____

SAFETY CHANNEL/MARKED CORRIDOR

A corridor will be designed by Atlantic Beach Club to provide an appropriate level of safety for the transit of waverunners and banana boat riders from the sandy beach through the restricted area out to open waters. The width of this corridor will be approximately 50 feet wide. Eight orange buoys (See Page 14), will mark the corridor. Four buoys will be placed on the north side of the corridor and the other four buoys will be placed on the south side of the corridor. These buoys will be evenly spaced and approximately 20 yards apart as you look at them East to West. These buoys will be placed each day before the first rental and will be removed each evening after the last rental has returned to shore. These buoys will be placed in storage lockers during overnight hours.

Additionally, the corridor will be marked on the sandy beach with one sign on the north edge of the corridor and one sign on the south edge of the corridor. These signs will warn all swimmers to stay out of the corridor (See Page 15). Page 15 demonstrates the language that will appear on the signs. The dimensions of the signs, which contain the beach concession logo will be 36" long by 24" wide. The signs are red background with white lettering.

All waverunners will proceed in the marked corridor at the slowest speed necessary to maintain safe steering. Atlantic Beach Club will warn all watercraft operators when operating in the marked corridor to proceed at the appropriate speed and to yield the right-of-way to any swimmer.



EQUIPMENT MAINTENANCE

Because safety is our primary concern, Atlantic Beach Club inspects its waverunners twice a day. Once in the morning, using a waverunner opening checklist (See Page 17) and once after business using a waverunner closing checklist (See Page 18).

If at any time a waverunner does not pass a safety checklist, it is removed from service. All maintenance and repair work will be performed in our warehouse by a qualified technician. If the waverunner is still under its warranty, the maintenance will be performed by Riva Yamaha. At no time will maintenance be performed on the sandy beach.

FUEL HANDLING

For fueling, gas will be provided daily in 5 gallon gas containers. All federal, state and local regulations will be followed. All fuel containers will be placed in City fire department approved containment vessels located above the high water mark to protect the beach environment from fuel spillage. A maximum of 25 gallons of fuel will be stored at any one time during day operations. Fuel containment drip buckets will be used to make sure gas does not get spilled on to the sandy beach. As a backup, absorption pads will be on site to clean up any spillage in the event of an emergency. Fuel will not be stored on the beach overnight.

ATLANTIC BEACH CLUBS
WAVE RUNNER OPENING
CHECKLIST

Date: _____

Day: _____

Initial

- | | |
|-------|-------------------------------------|
| _____ | Registration Decal in Place |
| _____ | FL Numbers in Place |
| _____ | Fire Extinguishers |
| _____ | Lanyards and Whistles |
| _____ | Grips in Good Working Order |
| _____ | Oil Checked |
| _____ | Wave Runners Fully Fueled |
| _____ | All Hoses/Connections in Good Order |
| _____ | Rescue Ski Fully Equipped |
| _____ | Wave Runners Clean |

Comments/List Any Broken Items Here:

ATLANTIC BEACH CLUBS
WAVE RUNNER CLOSING
CHECKLIST

Date: _____

Day: _____

Initial

- | | |
|-------|-------------------------------------|
| _____ | Registration Decal in Place |
| _____ | FL Numbers in Place |
| _____ | Fire Extinguishers |
| _____ | Lanyards and Whistles |
| _____ | Grips in Good Working Order |
| _____ | Oil Checked |
| _____ | Wave Runners Fully Fueled |
| _____ | All Hoses/Connections in Good Order |
| _____ | Rescue Ski Fully Equipped |
| _____ | Wave Runners Clean |

Comments/List Any Broken Items Here:

CONCESSION SITE PLAN

(not to scale)

Sea Wall

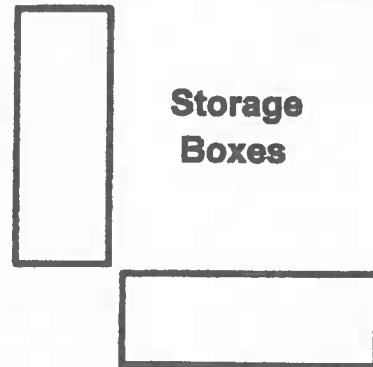


ATV

35 feet



ZONE A



Storage
Boxes



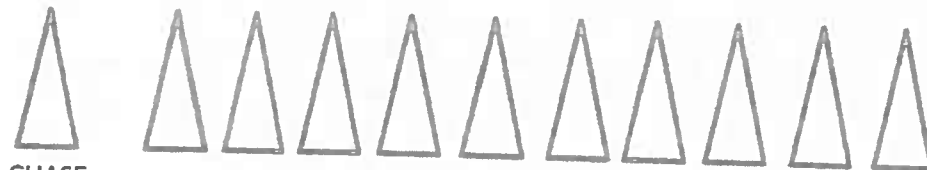
Welcome Center

ZONE B



Banana
Boat

ZONE C



CHASE

Ocean



Vehicle
Exclusion
Corridor

PRODUCER
SPECIALTY BROKER CORPORATION
5719 N ANDREWS WAY
FORT LAUDERDALE, FL 33309

INSURERS AFFORDING COVERAGE

INSURED
ATLANTIC BEACH CLUBS II, INC
12201 NW 2nd Place
Coral Springs, FL 33071

INSURER A: CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON
INSURER B:
INSURER C:
INSURER D:
INSURER E:

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	COMMERCIAL GENERAL LIABILITY: • Jet Ski Rentals	ROKMAR- 201900010A	9/13/2020	09/13/2021	EACH OCCURRENCE	\$1,000,000
					PRODUCTS-COMPL OPS	EXCLUDED
					PERSONAL INJUR - ADV	\$1,000,000
					PROPERTY DAMAGE	\$ 100,000
					MEDICAL PAYMENTS	\$ 10,000
					AGGREGATE ANNUAL	\$2,000,000
A					PER OCCURRENCE/AGGREGATE	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
					AGGREGATE	
						\$
						\$
						\$
					WC STATUTORY LIMITS	OTHE
					E.L. EACH ACCIDENT	
					E.L. DISEASE - EA EMPLOYEE	
					E.L. DISEASE - POLICY LIMIT	
A	OTHER SUDDEN/ACCIDENTAL POLLUTION				EACH OCCURRENCE - \$1,000,000	
					AGGREGATE ANNUAL - \$1,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:
PWC RENTALS, PADDLE BOARD RENTALS

CERTIFICATE HOLDER /ADDITIONAL INSURED

CITY OF FORT LAUDERDALE
100 N ANDREWS AVE
FORT LAUDERDALE, FL 33312

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATED HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED BY: *Jose E. Figueroa*
Jose E. Figueroa - Managing Director

EXHIBIT 1

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The sum of \$500 was paid by the above named applicant on the
18th day of September, 2020.

By: 

City of Fort Lauderdale

=====**FOR OFFICIAL USE ONLY**=====

Marine Advisory Board Action:
Formal Action taken on _____

Commission Action:
Formal Action taken on _____

Accepted ___ Continued to ___

Accepted ___ Continued to ___

Rejected ___ Referred to ___

Rejected ___ Referred to ___

9-17-2020
Beach Waiver

Fort Lauderdale, Florida, Code of Ordinances >> - CODE OF ORDINANCES >> Chapter 8 - BOATS, DOCKS, BEACHES AND WATERWAYS >> ARTICLE V. - BOATS AND WATERWAYS >> DIVISION 3. - BEACH BOATING RESTRICTED AREA >>

DIVISION 3. - BEACH BOATING RESTRICTED AREA

Sec. 8-170. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this division, except where the context clearly indicates a different meaning:

Business operator means a lessee, licensee, franchisee or other person expressly authorized by a commercial owner to engage in the business of operating a watercraft concession on property subject to a waiver pursuant to section 8-174.

Chase watercraft means a watercraft available solely for the purpose of effecting a sea rescue in an emergency or for the purpose of ensuring that rental watercraft are operated in compliance with federal or state law or with city or county ordinances.

Commercial owner means the owner or lessee (under a lease of at least fifty (50) years) of property located east of the right-of-way of State Road A-1-A and upon which stands a hotel or motel abutting the sandy beach; provided, however, that commercial owner shall not include owners or lessees of properties described above if (a) the abutting sandy beach is dedicated to the public or (b) the public beach as defined in section 8-52 and section 8-71 lies eastward of such owner's or lessee's platted property.

Corridor or marked corridor means a defined area within the restricted area leading from the shoreline to the eastern boundary of the restricted area, established in conjunction with the approval of a waiver for watercraft concessions pursuant to section 8-174, in which certain forms of watercraft may be operated.

Customer means a person renting watercraft to be operated in a corridor, or using watercraft operated in a corridor whether or not consideration has been paid for such use. The term does not mean a commercial owner, a business operator or an employee of either.

Manually powered watercraft means watercraft which use human physical effort as their primary source of motive power, such as kayaks or rowboats.

Mechanically powered watercraft means watercraft which use an internal combustion engine or an electric motor as their primary source of motive propulsion.

Residential owner means the owner of property located east of the right-of-way of State Road A-1-A abutting the sandy beach upon which stands a single-family dwelling, townhouse, condominium or co-operative residential structure or upon which property a club for recreational purposes is operated.

Restricted area means the area defined in section 8-171.

Sail powered watercraft means watercraft whose primary source of propulsion is the wind, such as sailboats and sailboards.

Soft-sided watercraft means personal floating rafts, inner tubes and other soft or inflatable objects used for passive water recreation.

Waiver means permission from the city for a commercial owner of appropriately zoned property to operate or contract one (1) or more watercraft concessions within corridors through the restricted area.

Watercraft concession mean a business operating mechanically powered, manually powered or sail powered watercraft or other watercraft used for active recreation. Mechanically powered watercraft used in a corridor must have a guarded propeller or use jet propulsion.

Watercraft operator means a person who is in actual physical control of or steering any form of watercraft rented from a watercraft concession other than soft-sided watercraft.

Wave powered watercraft means devices designed to be propelled by wave action, such as surfboards.

(Ord. No. C-93-26, § 1, 5-18-93; Ord. No. C-96-24, § 1, 5-21-96)

Sec. 8-171. - Restricted area.

Except as hereinafter provided, it shall be unlawful for any person to steer, propel, anchor, moor, operate or cause to be operated, any watercraft within the waters of the following described area:

An area bounded by the mean high water mark of the Atlantic Ocean on the west, the corporate limits on the north, a line one hundred (100) yards east of the mean high water mark of the Atlantic Ocean on the east and on the south an extension of the south boundary line of Parcel "X" of Point of Americas Plat, according to the plat thereof, recorded in Plat Book 69, Page 45 of the Public Records of Broward County, Florida.

No part of the Florida Intracoastal Waterway shall be included in the above described area.

(Ord. No. C-93-26, § 1, 5-18-93; Ord. No. C-94-55, § 1, 11-15-94)

Sec. 8-172. - Government watercraft not included.

Watercraft operated by or under the direction of the federal, state, county or city governments, while engaged in law enforcement or other necessary governmental functions, shall be exempt from the restrictions set forth in section 8-171.

(Ord. No. C-93-26, § 1, 5-18-93)

Sec. 8-173. - Exceptions.

Exceptions to the provisions of section 8-171 shall be limited to the following:

- (1) Special events of short-term duration such as regattas, tournaments and events of a similar nature. Such special events shall be subject to all other requirements of this Code.

- (2) Watercraft concessions may operate through the restricted area only in a corridor, as authorized by a waiver granted under section 8-174
- (3) Any type of watercraft operated by a residential owner, including such residential owner's guests and invitees, in the restricted area seaward of such residential owner's property, where the operation of such watercraft is strictly accessory or incidental to the residential or recreational use of upland property. No commercial operation of watercraft shall be permitted under this subsection. Ingress to and egress from such residential owner's property and the eastward boundary of the restricted area shall be by the safest most direct route, with mechanically powered watercraft proceeding at slow down minimum wake speed, as defined in section 8-166(b)(1), and sail powered watercraft proceeding at the minimum speed necessary to maintain safe steerage. Any watercraft allowed to operate under this exception may also anchor offshore of such property.
- (4) The intrusion into the restricted area by any watercraft incapable of proper navigation due to safety threatening weather conditions or mechanical breakdown.
- (5) Soft-sided and wave powered watercraft, except that such watercraft shall not operate in marked corridors.
- (6) Only the following forms of watercraft may be launched from, operated on adjacent waters of, and returned to the public beaches defined in section 8-52 and 8-71
 - a. Sail and manually powered watercraft under twenty-five (25) feet in length, not equipped with a mechanical source of power, only in areas designated by the city manager.
 - b. Wave powered watercraft, only in areas designated by the city manager.
 - c. Any type of watercraft authorized under a concession agreement with the city as provided in section 8-55.1, provided that the city shall be limited to only one (1) concession agreement under section 8-55.1 for motorized watercraft.
 - d. Soft-sided watercraft, except in designated watercraft launch areas.
 - e. In the restricted area adjacent to the public beach described in section 8-52, the city manager may authorize the operation of watercraft in a designated corridor solely for the purpose of allowing the patrons of a food service establishment which is accessory to a hotel or motel located east of the easternmost public road right-of-way to anchor watercraft offshore of such establishment. Such establishment, by agreement with the city, shall be solely responsible for the maintenance of the corridor and shall indemnify the city for all activities therein. The city may require the inclusion of other terms and conditions which the city manager finds are necessary to protect the public. The city manager may suspend or revoke such agreement at any time if he finds that there is a threat to the health, safety and welfare of the public. The provisions of this subsection (6)e. are repealed eighteen (18) months from the effective date hereof, unless readopted by the city commission.

(Ord. No. C-93-26, § 1, 5-18-93; Ord. No. C-96-24, § 1, 5-21-96; Ord. No. C-97-12, § 1, 5-6-97)

Sec. 8-174. - Waiver for watercraft concession.

A waiver from the provisions of section 8-171 may be granted to a commercial owner and the city (as to the public beach areas defined in section 8-52 and section 8-71) for the operation of one or more watercraft concessions, subject to the following conditions:

- (1)

- One (1) or more corridors extending from the shoreline to the eastward extremity of the restricted area, which corridor or corridors shall be marked with buoys or similar devices conforming to the uniform state waterway marking system, shall be established for the passage of watercraft rented by customers, watercraft used by the business operator to transport customers to watercraft recreation activities beyond the restricted area, and chase watercraft through the restricted area. Mechanically powered watercraft operated in a corridor must have a guarded propeller or use jet propulsion. The buoys or other similar devices shall be installed, maintained and replaced as required, by the commercial owner or business operator for as long as the corridor is in effect.
- (2) The specific location and width of the marked corridors shall be subject to the approval of the city in accordance with the following provisions:
 - a. The upland property of the commercial owner must have at least twenty-five (25) yards of beachfront.
 - b. The corridor shall be designed so as to provide an appropriate level of safety for the type of watercraft that will transit therein.
 - (3) The commercial owner or business operator shall provide watercraft operators renting watercraft a written form notifying the watercraft operators of the special operating conditions set forth in this section and of the applicable penalties for violating any of the conditions. Before permitting rental watercraft to be operated within the corridor, the commercial owner or business operator shall have the watercraft operator sign the form, acknowledging that the operator has read the form and will comply with the special operating conditions.
 - (4) The commercial owner or business operator shall maintain a safety watch whenever any rental watercraft, other than a soft-sided watercraft, is in operation. The beachfront of each corridor shall be marked with one (1) sign on each side of the corridor of a size and color sufficient to warn all swimmers to stay out of the corridor; all such signs shall conform to Chapter 47 of this Code.
 - (5) All mechanically powered watercraft operators (other than the chase watercraft operator) shall proceed in the marked corridor at slow down minimum wake speed, as defined in section 8-166(b)(1), and sail powered watercraft operators shall proceed at the minimum speed necessary to maintain safe steerage. All watercraft operators shall yield the right-of-way to any swimmer. The commercial owner or business operator shall warn the watercraft operators when operating in the marked corridor to proceed at the appropriate speed and to yield the right-of-way to any swimmer and shall ensure that all rental watercraft meet all applicable federal and state safety equipment requirements. The commercial owner or business operator shall provide a personal flotation device to each individual who will occupy a rental watercraft, other than a soft-sided watercraft, and shall stress the importance of wearing same while the watercraft is being operated.
 - (6) At least one (1) chase watercraft shall be readily available in close proximity to the marked corridor for use by the commercial owner or business operator whenever any rental watercraft, other than a soft-sided watercraft, is in operation. Such watercraft shall be clearly identifiable as such with markings to be approved by the city.
 - (7) The rental watercraft of the commercial owner or business operator shall be color coded or otherwise plainly marked so as to permit the identification of the ownership of the rental watercraft from a distance of one hundred fifty (150) yards, and so as to

- distinguish the chase watercraft from the rental watercraft of the commercial owner or business operator.
- (8) A commercial owner may not assign, sell, encumber or otherwise transfer a waiver. Any change of ownership of the commercial owner's property shall require the new owner to submit a new application subject to all of the conditions and requirements of this division.
 - (9) A business operator may not assign or otherwise transfer his rights under a waiver until the new business operator has submitted to the city manager a signed statement that the new business operator agrees to be bound by all of the conditions and requirements of this division.
 - (10) While in use, rental watercraft may be stored on the sandy beach above the high water mark. Overnight storage shall be allowed only if suitable measures are taken to secure the rental watercraft and associated equipment at a non-permanent storage area above the high water mark. Such storage area shall be subject to approval by the city.
 - (11) Fuel handling by the commercial owner or business operator on the sandy beach shall conform to the following measures, in addition to any other applicable laws or regulations:
 - a. All fuel containers shall be placed in city fire department approved containment vessels located above the high water mark to protect the beach environment from fuel spillage. A maximum of twenty-five (25) gallons of fuel may be stored at any one time per concession.
 - b. There shall be contingency plans for a fuel spill and equipment to contain and clean same shall be immediately available. The details of such plan shall be submitted to the city prior to the commencement of fuel handling on the sandy beach.
 - c. No fuel may be stored overnight.
 - (12) Major repairs of watercraft on the sandy beach are prohibited.
 - (13) The establishment of watercraft concessions for the city on the public beaches shall be in the manner set forth for recreation concessions in section 8-55.1, provided that the city shall be limited to one (1) concession agreement under section 8-55.1 for motorized watercraft.
 - (14) Any personal watercraft, as defined in Chapter 327, Florida Statutes, which are used by a watercraft concession operated under this section, shall be supplied with the best available technology for noise muffling.

(Ord. No. C-93-26, § 1, 5-18-93; Ord. No. C-96-24, § 1, 5-21-96; Ord. No. C-97-12, § 2, 5-6-97)

Sec. 8-175. - Waiver application.

An application for a waiver with an application fee to be set by the city manager, which such application fee shall be set in accordance with the actual cost to the city of administering this waiver application process, but not to exceed five hundred dollars (\$500.00), shall be filed with the city manager and include the following information:

- (1) The name, address, telephone number and signature of the commercial owner.
- (2) The address of the premises from which the watercraft rental concession will be conducted.
- (3) The name, address, telephone number and signature of the business operator.

- (4) A complete description of all activities proposed to be conducted under the waiver, including a description of the various types, sizes and approximate numbers of watercraft to be operated and a statement of provisions to be made for the safety of the public during operation under the waiver.
- (5) A drawing showing the specific location of the activities to be conducted under the waiver and indicating the specific location and width of the marked corridor or corridors, the position of the buoys and beach front signage.
- (6) Proof of public liability and property damage insurance coverage in the minimum amount of one million dollars (\$1,000,000.00) combined single limit. All policies shall be maintained in full force and effect at all times a watercraft rental concession is in operation and shall be endorsed to provide the city with thirty (30) days advance written notice of cancellation.
- (7) Any additional information which is reasonably necessary to enable the city commission to determine whether the activities proposed to be conducted under the waiver may constitute a reasonably likely threat of endangering public safety.

(Ord. No. C-93-26, § 1, 5-18-93)

Sec. 8-176. - Action by the marine advisory board and city commission.

The marine advisory board shall initially review the waiver application and submit its recommendation to the city commission. The city commission, at a public hearing, may grant or deny an application. Among other factors, the city commission may consider whether:

- (1) The waiver application is incomplete in a material respect.
- (2) The waiver application has been fraudulently completed.
- (3) The activity proposed under the waiver application could not be conducted without a reasonably likely threat of endangering public safety.

(Ord. No. C-93-26, § 1, 5-18-93)

Sec. 8-177. - Suspension; revocation.

- (a) Any waiver granted under the provisions of this division may be suspended or revoked by the city manager following notice to the commercial owner or business operator for any of the following reasons:
 - (1) Upon discovery that the waiver application was fraudulently completed.
 - (2) When the city manger finds that any activity conducted under the waiver presents a clear and present danger to members of the public. Clear and present danger as used herein means such activity creates a reasonably likely threat of endangering public safety. It shall be permissible inference that an activity creates a reasonably likely threat of endangering public safety if customers of a commercial owner or business operator have been issued nine (9) citations within the fiscal year of the city for operating the watercraft for which the commercial owner has been granted a waiver in violation of this division or other city or county ordinance or in violation of any federal or state law. For the purposes of this subsection, only those citations resulting in a finding of guilt by a court of law, or for which a plea of guilty or nolo contendere is entered, regardless of whether a violator is formally adjudicated guilty, applies.
 - (3) Upon discovery that the commercial owner or business operator has failed to fulfill any one of the obligations imposed on the commercial owner or business operator by this division, other than those pertaining to watercraft.

- (4) When the operation of any watercraft permitted to be operated through the corridor results in a death or any injury to any swimmer or operator within the restricted area or marked corridor, if the negligence of the commercial owner or business operator contributed to such injury or death.
 - (5) When the commercial owner, business operator or their employees have been issued six (6) citations within the fiscal year of the city for violating any of the provisions of this division or other city or county ordinance or any federal or state law pertaining to watercraft. For the purposes of this subsection, only those citations resulting in a finding of guilt by a court of law, or for which a plea of guilty or nolo contendere is entered, regardless of whether a violator is formally adjudicated guilty, shall apply.
- (b) Prior to a suspension or revocation becoming effective, the commercial owner or business operator shall be entitled to be heard by the city commission upon the filing of a request for such hearing, if the request is filed with the city clerk within five (5) business days after receipt of notice of suspension or revocation. The city commission may uphold, modify or repeal the suspension or revocation.

(Ord. No. C-93-26, § 1, 5-18-93; Ord. No. C-96-24, § 1, 5-21-96)

Sec. 8-178. - Effective date.

This division shall become effective only upon approval by the Florida Department of Natural Resources of the boating restricted area and the completion of installation of regulatory markers by the city to delineate such area. The city shall publicize the effective date by means reasonably calculated to inform interested persons. Owners with contractual arrangements with a business operator to conduct watercraft rentals, in existence prior to such effective date, shall have sixty (60) days from such effective date to submit an application for a waiver as provided herein.

(Ord. No. C-93-26, § 1, 5-18-93)