

Key West Bight Preservation Association Inc.
Report
to the members and to the
Key West Bight
Management District Board

September 2012

Contents:

Summary of Key West Bight Preservation Association
Board meeting on August 29, 2012

A quorum was present to begin the meeting at 4:05 PM.

Workshop requested for discussion of pending Dockage Agreement /Rules: Through the input from commercial marina tenants, the Board of Directors has compiled the following requests for adjustment to the following sections of the proposed agreement/rules. The proposed lease and rules are complex documents which deserve serious consideration as they will affect the operation and appearance of the Bight, as well as the possibility for the resident marina tenants to be successful in their businesses, and their lives.

A request shall be sent to the Marina Manager to meet with Association representatives and tenants at an open, pre-approval workshop to clarify the reasoning behind these requests and to work together to develop an agreement that insures success and security for everyone. This would also allow for increased understanding of the reasons behind any of the terms of the proposed agreement.

In PURPLE - Existing wording requested for adjustment. Words in white are requested additions.

(2) Dockage Space

CRA reserves the right to relocate Owner's vessel to an alternate comparable location within the Marina at its sole discretion; for reasonable cause; draft, beam (width), and overall length will be the determining factors for slip assignments of commercial vessels. Owner agrees to vacate his/her slip relocate within the marina for special events such as Race Week, if requested to do so by CRA. CRA will make best efforts to relocate the Owner within the marina during this period. If the CRA is unable to provide a temporary slip for the tenant, the tenant shall vacate the marina immediately and shall be entitled to:

- (a) A proportionate adjustment in the monthly rent; and
- (b) Return to the slip in the Marina at the conclusion of the event.

After 6 months of commercial tenancy, upon any slip reassignment, special 2' x 2' signage with a brochure box will be placed on the shoreside Harbor Walk at the closest point to original slip, directing traffic to the new location, and will remain until the return to the original slip, or for one year, whichever is less.

5. Rental Rate

The monthly rental rate is \$_____ per month plus applicable sales tax of \$_____ for a total of \$_____ for dockage space, plus \$1.00 per passenger the vessel is rated to carry. This amount is subject to adjustment by the CRA once a fiscal year. Returned checks will be assessed the maximum amount provided in Florida Statutes Section 166.251. Owner agrees to pay for utility service in accordance with the schedule of charges set by each utility. Nonpayment of any correctly billed utility charge shall be considered a material breach of this Agreement and shall be grounds for termination as set forth herein.

20. Sanitation Device

Owner's vessel shall ~~contain a marine sanitation device with current U.S. Coast Guard approval for marine use~~ comply with all U.S. Coast Guard regulations for sanitation devices. Said device shall be properly installed, properly functioning, and used for all waste while the vessel is at dock. Failure to strictly comply with the provisions of this Paragraph shall be a default under this Agreement. ~~Such device shall be not less than 15 gallons in capacity.~~ CRA reserves the right to board and inspect Owner's vessel to determine compliance.

Note: USCG regulations already determine requirements for sanitation devices, and they differ for small, medium and large vessels of certain size and capacity, and holding tank sizes are already determined by them accordingly. A 15 galleon holding tank is not required or practical on certain small vessels.

25. Termination

This Agreement shall be terminated upon any one of the following conditions:

(a) By Owner's written notice to CRA at address shown in Paragraph 9, not less than fifteen (15) days prior to the end of the calendar month;

(b) By CRA's written notice to Owner, pursuant to Paragraph 9, not less than fifteen (15) days prior to the end of the calendar month of election to terminate.

(c) By breach of any of the covenants or provisions of this Agreement, including the Rules and Regulations as provided by Paragraph 18 above; provided, however, that Owner shall be entitled to ~~a single warning~~ two warnings of any violation of said Marina Rules and Regulations delivered as provided in Paragraph 9, and shall have 5 days after such delivery in which to achieve compliance. If Verbal warnings of a violation of rules and regulations produce compliance, a written warning is precluded. Subsequent violations within one year of the same Marina Regulations shall terminate this Agreement, and CRA shall not be required again to issue a warning. Any written warning or termination for a rule violation will entitle the accused Owner to a hearing before the City Commission acting as the CRA, who will rule on the issue. If the CRA rules in favor of termination, the CRA shall provide written notice to Owner and the Agreement shall terminate 15 days after delivery or attempted delivery of the notice by certified mail or commercial courier.

(d) By the dock becoming unserviceable for any reason; CRA may, but shall not be obligated to provide Owner with other available dockage space on an equal basis with other similarly situated Owners.

(e) By sale or transfer of ownership or control of the vessel identified herein, unless such sale has the prior written approval of CRA's Manager, the City Manager of the City of Key West or designee;

(f) By Owner's possession of any rights or interests of ownership, use, management or control whatsoever of more vessels or dockage spaces, or any combination thereof, in excess of the total number approved by current resolution of the CRA of Key West governing the Key West Bight Marina. Dockmaster is the authorized representative of CRA and the City of Key West.

(g) Owner agrees not to remove its vessel from the marina until all fees and charges are paid in full. Further, Owner agrees to notify Dockmaster at least 24 hours in advance of Owners intent to remove vessel from the Marina.

(h) Owner agrees to remove all of Owner's equipment and possessions (including dock boxes) upon termination of this agreement.

Rules 16. All marina tenants are allowed at least one (1) white fiberglass or plastic dock box not to exceed 6' long, 27 inches deep and 27 inches high. The Dock Master will request in writing that the slip owner remove any non conforming dock boxes. In the event the owner does not remove non conforming dock boxes within 7 days of written notice staff will remove the non-conforming dock box. Dock boxes existing at the commencement of this agreement that are in active use by the owner and that do not interfere with free and clear passage on the docks, piers and walkways, may remain. Upon request by the Owner for an additional dock box, the Dock Master shall determine if an additional dock box is appropriate according to the needs of each particular vessel, including the passenger capacity and room available near to the slip.

Rules 17. ~~Commercial Owners will be allowed a sign that is pre-approved and complies with the signage standard for Key West Bight Marina. The Dock Master will request in writing that the slip owner remove any non conforming signs. In the event the owner does not remove non conforming signs within 7 days of written notice, staff will remove the non-conforming signs.~~

Owner agrees that no signs or advertisements will be placed or maintained at or about the dockage space without written approval from the Historical Architectural Review Commission (HARC) of the City of Key West, and the CRA will facilitate the submission of the application.

Rule 19. In general, an Owner may do minor work on their own boat if such work does not interfere with the rights and privileges of the other persons but an Owner may not use the services of any other dealer, mechanic, craftsman or other person on the premises of City without first securing prior approval of the City. All work not minor in nature (minor cosmetic maintenance) shall be approved by the Dock master before commencement. Generally all major maintenance and repair will not be allowed in regular slips. The CRA shall maintain a pre-approved list to allow for emergency and nighttime repairs.

Rules 20. ~~Docks, piers and HarborWalk are to be kept clear at all times. No personal gear including but not limited to signs, tables, chairs, bicycles, umbrellas, pumps, generators, etc. will be stored or kept on the docks at any time.~~

The Owner agrees to keep the docks and walkways adjacent to the slip clean and free and clear of debris. The Owner agrees not to construct or place anything on or adjacent to the dock, unless approved by CRA. No items currently in place shall be removed without Historical Architectural Review Commission (HARC) approval.