



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager

FROM: Doug Bradshaw, Port and Marine Services Director

CC: Greg Veliz, Assistant City Manager
George Wallace, Assistant City Attorney

DATE: March 23, 2018

SUBJECT: Proposed month-to-month Liveaboard Dockage Agreement and Marina Rules and Regulations at City Marina at Garrison Bight

ACTION STATEMENT:

Approval of a month-to-month Liveaboard Dockage Agreement and Marina Rules and Regulations at City Marina at Garrison Bight

BACKGROUND:

The current liveaboard dockage agreement was approved in 2003 by Resolution 03-362. While the current agreement does not have an expiration date, staff felt that it needed updating in order to add proposed insurance requirements, clarify several terms and conditions, as well as update the rules and regulations in order for staff to be able to better manage the marina.

Major Provisions of the proposed agreement compared to the current agreement:

- The proposed agreement is a month-to-month agreement whereas the current agreement had the option of up to a 12-month term.
- Added a \$1.00 per foot for an assessment for capital improvement and capital maintenance (mirrors what is in the Charterboat Agreement).
- Increases the base rent by the **average change** in the U.S. Department of Commerce Consumer Price Index (CPI) for All Urban Consumers, as reported by the Bureau of Labor Statistics for the 12 months prior to the renewal date. Current agreement is vague on whether the increase was an average or the month before each yearly increase.
- Allows for other occupants besides the owner to live on the vessel as long as owner lives on the vessel. Additional occupants must be identified to Dockmaster. Current agreement did not address.
- Proposed agreement removes reference to a hearing before the Port Advisory Board in case of nonrenewal of agreement. Port Advisory Board does not exist as a current City board.
- Both parties waive trial by jury in the proposed agreement. Was not included in the current agreement.

Key to the Caribbean – Average yearly temperature 77° F.

EXECUTIVE SUMMARY

- Allows for docking of a dinghy or small vessel behind the vessel/floating home so long as length of dinghy or small vessel does not exceed the width of vessel/floating home and allows for docking the dinghy or small vessel on a platform. Length of platform may not exceed the width of vessel/floating home. Current agreement did not allow anything over 12' or platforms.
- Allows for 7-days to raise vessel/floating home before a fine of \$100/day is levied but process of raising must begin in 12 hours or City can take over and charge tenant. Current agreement was raise in 48 hours or \$100/day fine.
- New insurance requirements including Protection and Indemnity Insurance with minimum limits of \$300,000, Bodily Injury or Property Damage regardless if the injury or damage was caused by a marine or non-marine activity, Pollution/Environmental incidents, wreckage removal if the vessel/floating home is not repaired or rebuilt. Current insurance provision was basically a \$300,000 liability policy on lessee's vessel/floating home.
- Allows for transfer fee to be waived if heir is given an agreement upon receiving the vessel/floating home after the lessee's death.
- City Manager can implement new marina rules and regulations. Current agreement required a public hearing for new rules and regulations to be implemented. Any change to the dockage agreement would require Commission approval.
- Strengthens the definition of what maintenance can be performed on the vessel/floating home while in the marina and what level of maintenance requires removal of vessel/floating home from the marina and to a boat yard.
- Proposed agreement requires vessels/floating homes entering the marina to have a current (less than six months old) Marine Survey. Vessels/floating homes in the marina will be required to have a Marine Survey performed at a minimum every five (5) years. Current agreement had no such requirement.
- The proposed agreement requires lessee to arrange for and pay for disposal of oversized debris. Current agreement did not address and oversized debris was left at dumpster for staff to pick up and dispose of at transfer station.

PURPOSE & JUSTIFICATION:

The purpose is to approve a new dockage agreement between the City and liveaboards at City Marina at Garrison Bight. This allows the current agreement to be updated with new insurance requirements, clarify several terms and conditions and update the rules and regulations in order for staff to be able to better manage the marina.

OPTIONS:

1. The City Commission can approve the Liveboard Dockage Agreement and/or Marina Rules and Regulations.
2. The City Commission can approve an amended Liveboard Dockage Agreement and/or Marina Rules and Regulations.
3. The City Commission can disapprove the Liveboard Dockage Agreement and/or Marina Rules and Regulations.

FINANCIAL IMPACT:

The dockage rate for a liveabaord vessel is currently \$12.62 per foot/per month. The marina collects approximately \$700,000 in gross revenue from the liveboard dockage fee. The annual amount that would be collected from the proposed capital project/maintenance fee is \$54,000.

RECOMMENDATION:

City Staff recommends that the City Commission approve the month-to-month Liveboard Dockage Agreement and Marina Rules and Regulations at City Marina at Garrison Bight.