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**CITY OF MARATHON, FLORIDA
RESOLUTION 2008-23**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, ADOPTING THE CITY MARINA AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN AND MARINA MANAGEMENT POLICIES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon has been working with ADAAG Consulting of Miami to develop a City Marina ADA Compliance Transition Plan; and

WHEREAS, ADAAG has completed a transition plan recognizing any barriers to access by disabled persons in order to assist the City in achieving ADA compliance at the City Marina; and

WHEREAS, ADAAG has supported Marina staff in the development of a policy and procedures manual regarding ADA compliance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, that:

Section 1. The above recitals are true and correct and incorporated herein.

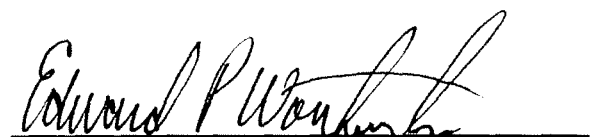
Section 2. Council approves the City Marina Americans with Disabilities Act (ADA) Transition Plan attached as Exhibit A and authorizes the City Manager to appoint an ADA Coordinator to oversee the City Marina Transition Plan and grievance policy.

Section 3. Council approves the City Marina Management Plan Policies and Procedures attached as Exhibit B.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 12th day of February, 2008.

THE CITY OF MARATHON, FLORIDA


Edward P. Worthington, Mayor


AYES: Bull, Cinque, Tempest, Vasil, Worthington
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:


Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
CITY OF MARATHON, FLORIDA ONLY:**



City Attorney



Boot Key Harbor City Marina
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800 35th Street, Ocean • Marathon, FL 33050
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Boot Key Harbor City Marina City of Marathon, Florida

Management Plan

Prepared January 2008 by:
Austin DiRenzo, Assistant Harbormaster
City of Marathon | Ports Management
800 35th Street Ocean
Marathon, Florida 33050
Office: 305-289-8877 | Fax: 305-289-8876

Boot Key Harbor Management Plan

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I. Introduction

a.) Mission Statement

The Ports Department mission is to provide adequate recreational and commercial access and use of the City's near-shore waters; protect, preserve and restore the marine resources; continually assess and react to the types and quality of services desired by the community; monitor and develop programs to improve water quality; provide a safe and effective anchorage and mooring program for the City; coordinate water related development and permitting of shore side uses; and accomplish all near-shore water programs and projects in the most cost effective and efficient manner.

b.) Boot Key Harbor

Boot Key Harbor is located in the heart of the Florida Keys, entirely within the Marathon city limits. It is renowned for its combination of weather protection and relatively deep water.

Access to the Harbor is provided by two inlets from the Atlantic Ocean. The West entrance is generally considered the main entrance and has a controlling depth of 6' MLW (mean low-water), as does the rest of the channel within the Harbor.

To the South lies Sister Creek, which meanders from the Atlantic Ocean into Boot Key Harbor. At a depth of 4.2' MLW, this inlet is popular with smaller or shallow-draft vessels.

c.) Marina Facilities

Boot Key Harbor City Marina and the Harbormaster's office are located on the North shore of the Harbor, adjacent to the Marathon Community Park. It operates the shore-side marina facilities, administers the City mooring field and performs most Ports Management functions under the authority of the City Ports Manager.

Shore-side facilities consist of one large concrete block structure housing the Harbormaster's office, television lounge area, book exchange, laundry machines, personal storage units, project workroom, restrooms and showers. There is also garage, workshop and storage room for official Marina use.

A second building is expected to be constructed in 2008 which will provide 12 individual shower-restroom combination units, dedicated restrooms and a new laundry facility.

Alongside the main Marina building is a relatively deep and wide canal which provides over 500' of parallel dockage, dinghy dockage and a short-term dinghy landing for loading and off-loading.

d.) Mooring Field

The City mooring field occupies most of Boot Key Harbor, North and East of the main Harbor channel. It consists of 226 permanently-attached, engineered mooring systems that provide secure holding for vessels up to 60' in length. Since very little scope is required, more vessels can be accommodated within the same space as compared with a traditional anchorage. This increases the overall Harbor capacity and eliminates crossed-lines, flaring tempers and other ills associated with over-crowded anchorages.

e.) Anchorage

There is a large anchorage area south of the main Harbor channel, between Sister Creek and the Boot Key Bridge. In an East or Northeasterly wind, good protection can be found on the West side of Boot Key, just outside and to the south of the West entrance to the Harbor.

II. Daily Marina Operations

a.) Mooring Ball Assignment

Vessels wishing to acquire a mooring ball must contact the City marina upon entry into Boot Key Harbor. Moorings are assigned on a first-come, first-served basis; there are no reservations. If all mooring balls are occupied, vessels may be placed on a waiting list.

Vessels will be assigned based on mooring availability and vessel length. 211 moorings have a maximum vessel length of 45', while 15 moorings allow for vessels up to 60'.

Marina staff will assist vessels in finding the correct mooring ball via the telephone or VHF radio. A map of the mooring field is widely available through the City marina website, local marinas and various local publications.

b.) Canal Dockage Assignment

Vessels wishing to dock in the City marina canal must contact the City marina upon entry into Boot Key Harbor. Dockage is assigned on a first-come, first-served basis; there are no reservations. If all dockage is occupied or a vessel is too large for the space available, vessels may be placed on a waiting list.

Assignments will be based on dockage availability and vessel length. Insurance coverage of at least \$300,000 is required for overnight dockage in the City marina canal.

c.) Holding Tank Pump-Out Schedule and Reservations

The City Marina offers mobile and shore-side pump-out service. Vessels may schedule a mobile pump-out by contacting the City marina at least a day in advance or request permission to dock for same-day service. Pump-outs are included with the mooring and dinghy fees.

Vessels receiving weekly holding tank pump-outs will be assigned a specific day of the week based on their mooring location. Anchored vessels may also be placed on a weekly schedule at the convenience of the City marina.

d.) Boot Key Bridge

Boot Key Bridge spans the West end of Boot Key Harbor connecting “mainland” Marathon with Boot Key to the South. As of January 2008, the bridge is closed to pedestrian and vehicular traffic, although the bascule section still remains operational.

A tide-board is located at the base of the bridge, indicating the vertical clearance from the water level to the lowest point of the bascule section. At MHW (mean high water) there is 25ft of clearance to the bascule section and 65ft of clearance to an overhead cable running along the west side of the bridge.

Boot Key Bridge opens on demand from 7am to 7pm. An opening can be requested by hailing the bridge tender on VHF 9, calling 305-743-5827 or sounding a horn (one long, one short). After hours openings can be requested by calling 305-481-0568, and will usually be responded to within an hour.

e.) Communications

VHF 16 is continually monitored by front counter personnel during City marina business hours. After radio contact is established, traffic will be switched down to VHF 14 or 12. Most City marina business may be conducted over the radio, although personal or sensitive information must be relayed via telephone.

City marina front counter and office telephones are for staff use only. Long distance calls require a PAC code to be entered, which is issued to individual employees and must not be shared. There is a public pay telephone located on the seawall, just outside the marina office. Marina staff will not relay messages to customers, except in case of emergencies.

Current marina customers may receive mail, packages and freight. Mail is sorted by the first letter of the last name and placed in the corresponding mailbox, while larger items may be placed near the mailboxes. Marina staff will sign for packages and special mail deliveries. These items will be locked in the package room adjacent to the mailboxes, and the recipient’s name will be posted on the corkboard. Freight will be accepted, but customers must be aware of the scheduled delivery time and arrange to be close by upon arrival.

f.) Mooring System Maintenance

To maintain the integrity and aesthetics of the mooring field, mooring systems must be thoroughly inspected, cleaned and video-documented on a quarterly basis. Broken, worn and chafed components must be replaced as needed. Maintenance will be in accordance with the following procedures:

- Measure and record the current thickness of all shackles, swivels and bolt heads/nuts relative to the as-built measurement with a caliper for the purpose of detecting wear or alloy corrosion.
- Lightly clean (no abrasion) all down line and pennant components. This is to involve no scrubbing of the line which could damage fiber. Note any evidence of wear or chafe.
- Replace all seizing material/wire in the shackles of each mooring system. Clean all chaffing hose and note any evidence of wear.
- Clean and inspect main buoy, underwater mid-float, and line at feed-through locations and splices. Note any cracks, splits, abrasion or other deterioration.
- Video-document quarterly inspections above/underwater and save to DVD.
- When anticipating tropical storms or hurricanes, all moorings must be inspected to ensure vessels are secured correctly and loose items are properly stowed.
- After severe weather has passed, mooring systems must be thoroughly inspected for storm-related damage.

III. Accessibility

Boot Key Harbor City Marina strives to ensure that all of our guests are able to enjoy the use of our facilities. Where feasible, modifications have been made to physical access-barriers inherent in our pre-1992 structures. Equivalent facilitation will be provided to address other barriers and allow for equal access to all of our services. Marina staff members are always available to assist our customers with disabilities.

a.) Notice Under the Americans with Disabilities Act

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 ("ADA"), Boot Key Harbor City Marina will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: Boot Key Harbor City Marina does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the ADA.

Effective Communication: Boot Key Harbor City Marina will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in Boot Key Harbor City Marina programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: Boot Key Harbor City Marina will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in Boot Key Harbor City Marina offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Boot Key Harbor City Marina, should contact the office of *Austin DiRenzo, Assistant Harbormaster – 800 35th Street Ocean, Marathon, FL 33050 – 305-289-8877* as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require Boot Key Harbor City Marina to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of Boot Key Harbor City Marina is not accessible to persons with disabilities should be directed to *Austin DiRenzo, Assistant Harbormaster – 800 35th Street Ocean, Marathon, FL 33050 – 305-289-8877.*

Boot Key Harbor City Marina will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

b.) Boot Key Harbor City Marina Grievance Procedure

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the Boot Key Harbor City Marina. The City's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Austin DiRenzo, ADA Coordinator/Assistant Harbormaster
800 35th Street Ocean, Marathon, FL 33050

Within 15 calendar days after receipt of the complaint, *Austin DiRenzo* or his designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, *Austin DiRenzo* or his designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio

tape. The response will explain the position of Boot Key Harbor City Marina and offer options for substantive resolution of the complaint.

If the response by *Austin DiRenzo* or his designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to *CJ Geotis*, *Deputy City Manager* or his designee.

Within 15 calendar days after receipt of the appeal, *CJ Geotis* or his designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, *CJ Geotis* or his designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by *Austin DiRenzo* or his designee, appeals to *C.J. Geotis* or his designee, and responses from these two offices will be retained by Boot Key Harbor City Marina for at least three years.

IV. Emergency Operations

a.) Medical

If the City marina is contacted regarding a medical emergency, staff will immediately call 911 while maintaining contact with the victim. Pertinent information will be relayed to the 911 operator to ensure paramedics are directed to the correct location.

If the victim is already being transported to shore, those assisting will be directed to one of two locations. Dinghies will be directed to the designated loading area on the dinghy dock, while larger vessels will be directed to the water dock at the mouth of the canal.

If the victim is unable to be transported to shore, one of the pumpout vessels will be prepared to shuttle medical personnel to the scene. Paramedics will be directed to the south end of the marina building.

b.) Fire

If the City marina is contacted regarding a vessel fire, staff will immediately call 911 and notify the Coast Guard. Both pumpout vessels will be prepared to transport Fire department personnel, who will then direct emergency operations upon arrival.

c.) Police

If the City marina is contacted regarding a police emergency, staff will immediately call 911. Most situations will be responded to by waterborne officers utilizing their own vessels. In cases where law enforcement personnel require transportation, one of the pumpout vessels may be used. If there is a need for high-speed response under lights and siren, the Harbor boat will be launched immediately.

d.) Environmental

If the City marina is contacted regarding an environmental emergency, such as an oil spill or sinking vessel, staff will immediately call 911 and notify the Coast Guard. Marina staff will assist the responding agency in any way possible.

V. Hurricane Plan (Prepared by Richard Tanner, Harbormaster 2007)

The City Marina, located on the north shore of Boot Key Harbor in Marathon, Florida is a municipal facility that provides a centrally located storm warning / information center and evacuation assistance coordination point for all boaters anchored or moored in the harbor during storm events. There are other marinas that play a key role in the orderly evacuation from the Harbor. The planning and coordination is accomplished by the Boot Key Harbor Marina Coalition, made up of all commercial marinas and boat yards in the Harbor. The scope of this plan involves the orderly Harbor-wide evacuation of boaters and the on-site preparation for storm events at the municipal marina.

In accordance with the Monroe County Office of Emergency Management Objectives, evacuation is mandatory for transient boater populations and live-aboards to In-County shelters for predicted hurricane categories I and II. Evacuation to Out-of-County Shelters is mandatory for all boaters and live-aboards for predicted hurricane categories III - IV and V. The location and access information to shelters will be coordinated by the Marina and made available to all Boot Key Harbor marinas and boaters prior to each storm event. In coordination with the City Of Marathon, specific evacuation plans for each storm will be communicated by the Boot Key Harbor City Marina. For category III, IV, and V predicted hurricanes, any designated staging areas or departure points for the evacuation of boaters will be coordinated by the City Ports Manager.

City owned moorings in Boot Key Harbor are not rated for strong storms and hurricanes and anyone wishing to use them during a storm or hurricane should do so only at their own risk. Moorings are engineered for 18,000 lbs working load. Vessels using the moorings during a storm shall follow the requirements of the mooring agreement and cannot use secondary anchoring or larger scope than is specified in the agreement. Customers given storm assignments must pay for a minimum of one week, as the Marina may be closed both prior to and immediately following a storm event. An Individual Hurricane Plan (Attachment J) must be logged with the Harbormaster to use the mooring during a storm or hurricane. See the Mooring Hurricane Policy (Attachment A) for specific requirements or contact the City Marina Harbormaster for information.

a.) Terminology and Categories

Tropical cyclones are classified into three categories, tropical depressions, tropical storms, and hurricanes. A tropical depression is an organized system of showers and thunderstorms that has a circulation center with maximum sustained winds of 38 mph (33 knots) or less. A tropical storm is a better-organized system of showers and thunderstorms with a well-defined circulation center with maximum sustained winds of 39 to 73 mph (34 to 63 knots). A hurricane is a well-defined system of rain and thunderstorms with a well-defined circulation center with maximum winds of 74 mph (64 knots) or greater.

Hurricane Watch - means that hurricane or tropical storm conditions are possible in the specified area within 36 hours. A **Hurricane Warning** means that hurricane or tropical storm conditions are expected in the specified area within 24 hours.

Saffir/Simpson Hurricane Scale and Monroe County Storm Surge Values

Category I hurricane - winds 74 mph	3' to 6'
Category II hurricane - winds 96- 110 mph	4' to 8'
Category III hurricane - winds 111 - 130 mph	5' to 10'
Category IV hurricane - winds 131 - 155 mph	6' to 12'
Category V hurricane - winds over 155 mph	7' to 14'

1.155 statute miles = 1 nautical mile

The City of Marathon understands that Boot Key Harbor is one of the safest and most protected harbors in the Florida Keys. As such, boaters feel overconfident that the marinas surrounding the Harbor are just as safe from high wave action and exposure to winds. To remain in a slip or tied to a dock becomes a critical decision for the boater and the marina manager. As the force on a docked vessel will nearly double for every 15 knots of wind from tropical storm force winds (39 - 73 mph) to hurricane force winds (74 mph or greater), any management of lines securing the boat become irrelevant. A vessel at a dock or slip that breaks loose from its mooring lines, will jeopardize the safety of the vessel and become a liability to other vessels and upland sites. The right decision to leave a docking facility for a more secure and safe mooring needs to be made early, and with proper planning.

b.) Pre-hurricane

May 1 – Notify each vessel owner renting dockage on the seawall dock at the City Marina that the month-to-month agreement he/she is signing, requires them to remove their vessel from the facility twelve (12) hours prior to forecast announcement (by the National Weather Service) of a hurricane watch (36 hours away). Make a copy of the pertinent page from the agreement and make sure the owner or agent has read, understands, and has initialed it at the bottom. This departure time will provide the vessel with a window of twelve (12) hours to prepare the vessel and vacate the docks before the watch goes into effect. It also allows for the vessel to leave the Harbor if desired since the Boot Key Harbor Bridge will close once the Watch has been announced or posted. The vessel owner / captain will be told that if for any reason, all practical means have not facilitated removal of the vessel from the Marina dock, the vessel shall not be asked to leave the facility after the Watch has been posted or the winds have reached 39 mph for safety reasons. All Marina staff shall make sure this notification is carefully understood by the vessel owner / captain and that he /she signs appropriate Individual Plans for Hurricane Season.

Customers using mooring facilities in the Harbor are to be contacted and given a separate mooring hurricane plan specific for the moorings with the pertinent information out of the agreement that they signed as tenant on the moorings.

May 15 - Each vessel docked at the Marina and moored in the Harbor on City owned moorings shall file a completed Individual Hurricane Plan with the Harbormaster. The plan form is Attachment J to this plan.

All trees and shrubs are to be trimmed to prevent wind damage to landscaping and natural vegetation on the City property. An inventory and ordering of storm-warning flags must be accomplished with a check of halyards and hardware on the flag pole for display of storm warnings. Take inventory of all hurricane warning and closure signs and order any new ones needed for the upcoming season. “Closed Area” signed floating buoys are to be inventoried and ready for use in closing the water entrance to the Marina.

Each Hurricane Season

June 1 – The Marina establishes a file for current year Individual Hurricane Plans. The file is maintained up-to-date during the season, June 1 to November 31. A copy of the Mooring and Dinghy Hurricane Policies will

be given to each customer signing an agreement with the Marina during hurricane season. The owner's or agent's signature will confirm that he/she has read and understands the City's policy regarding hurricane planning at the Marina and on the City moorings.

Have a full Marina housecleaning in view of the fact that windborne debris is a damaging element to the facility.

Locate and make sure all storm shutters fit the building windows and doors. Prepare all equipment and materials to be tied down or stored in the buildings.

Update all electric, water, and sanitation systems diagrams and shut off points. Review the diagrams with all Marina staff and assign responsibilities for action during storms.

Update the Panic Preventer Manual for all emergencies and contacts. Make contact with all local heavy equipment crane operators and formulate a post hurricane letter of intent to use services for removing any boats or debris to expedite recovery or shelter operations.

Order, stock, and store materials and supplies needed for discharging an emergency operations plan.

Take photos of all facilities and document status of equipment, boats, lifts, etc. for post storm recovery.

Inspect and service as necessary, all lifesaving equipment, generators, batteries, and emergency supplies.

Develop plans for the coordination of contacting all boats in the Harbor to alert the captains and crews of an impending storm and provide them with instructions for evacuation.

c.) 72 Hours Prior

72 hours before a hurricane's estimated time of landfall in the Marina area: Notice all employees and customers that the facility is on a storm or hurricane alert. Commence preparations for activating the hurricane plan with the personnel check-sheet for individual responsibilities. The Deputy Sheriff, Marine Unit in Marathon assists with alerting all Harbor interests of the impending storm and for them to begin preparation for evacuation from their vessels.

Call for a pump-out of all recycle fluids and materials. Notify all marine interests that the recycle program is temporarily suspended until after the storm. Secure all flammable liquids, explosives or hazardous materials. Pump-out and secure the 1000 gal. pumpout holding tank in the concrete sump with 500 gallons of fresh water and remove the sump cover. Open the drain of the sump surrounding the tank. (See Attachment for recycle pickup vendors)

Begin policing all yards, marina grounds, and dock areas to stow away or secure equipment and loose items. Call Marathon Garbage Service for special service of Marina dumpster.

If winds are predicted to range from 18 to 34 knots, hoist the Small Craft Warning on the west yardarm of the flagpole (red triangular pennant). If the winds are predicted to range from 34 to 47 knots, hoist the Gale Warning on the yardarm (double red triangular pennant).

Display the Storm Warning flag (one square red and black) from the west yardarm of the Marina flagpole to alert the boater that the National Weather Service and the National Hurricane Center has officially declared that a hurricane has formed and is near enough to take precautionary actions.

All vessels at the Marina dock are given a mooring ball assignment. Vessels not accepting an assignment are asked to begin implementing their Individual Hurricane Plan. Marina staff will make every effort to assist with the departure of all vessels with safety as the utmost priority.

All waterborne operations in Boot Key Harbor are put on standby alert to begin securing their property within the next 24 hours. All vessel captains and crew in the Harbor are to be alerted to the need for timely evacuation and the directions for leaving the Harbor to the pickup point for shelter. Evacuation movement will be encouraged through the Boot Key Harbor City Marina so that stowage of dinghies, associated motors, oars and safety gear can be done so in an orderly manner inside the main Marina building.

d.) 48 Hours Prior

48 hours before predicted landfall of a hurricane in the Marathon area:
The Deputy Sheriff Marine Unit is lead for implementing the orderly evacuation of harbor residents, assisting with the re-location of vessels from

the Marina dock to an assigned mooring ball, and providing information to boaters concerning the evacuation order.

Implement the dinghy policy for storage in the main building and initiate the overall building hurricane storage plan. (See Attachment B)

All vessels at the Marina dock will be asked to leave the marina when the official call is given that the hurricane watch is to be posted within the next 12 hours. This places the predicted landfall of the hurricane 48 hours away. Depending on the circumstances, Marina staff may need to provide assistance to vessels departing the Marina docks. **All vessels must leave the dock before winds are measured at 39 mph (34 knots) or when the Hurricane Watch is posted.**

A sign is to be posted at the parking lot entrance notifying the public that the facility is closed for business.

Marina staff and volunteers shall begin contacting all captains and crew of each vessel in the harbor to alert them to the impending storm and provide them with instructions on evacuation. Coordinate this function with the City Manager, Sheriff's Office, Monroe County Emergency Management Division, the State Fish and Wildlife Conservation Commission patrol, and the US Coast Guard.

Marina Staff and the Deputy Sheriff, Marine Unit inspects moorings attachments to assist with proper scope, secondary attachments, and to alert all tenants that there can be no secondary anchoring to the moorings. At no time should there be any attachment below the top portion of the swivel on each mooring and the scope from the pennant loop cannot extend more than four feet. **Do not use chain or any other hardware to attach to the mooring, all attachments must be soft lines.**

The portable pump-out trailer unit should be empty, flushed, deodorized, and stored inside main building. All computer equipment, office supplies, critical office items, and files are stored in the loft of the building to minimize water damage.

All hand held VHF radios are to be distributed to marina personnel prior to evacuation.

e.) 36 Hours Prior (Hurricane Watch)

36 hours before predicted landfall (Hurricane Watch): At this stage of storm development, all bridges will be locked down when (1) winds reach 39 mph, or (2) a Hurricane Watch is issued by the National Hurricane Center.

Both pumpout boats are taken to the boatyard for pre-arranged dry land storage. The Sheriff's Department vessel is removed by trailer and appropriately stored.

At the time the Hurricane Watch is officially posted, the hurricane warning flags are to be hoisted on the Marina flagpole to alert the Harbor interests of the impending storm. This warning is not driven by wind speed but by the declaration of the watch. Two square red flags with black square centers are to be flown one over the other from the left spreader looking to land. The flags will remain aloft until the storm has passed and there is no further danger.

The City Harbor vessel is the last to be removed by trailer pulled out at the Harbor Point Marina next to Home Depot and stored in the Marina Storage Bay next to the generator.

At this point, all marine interests should be completing securing operations. The harbor drawbridge may be closed or closing. All vessels at the Marina dock have been asked to leave and have left the premises. For additional safety, any remaining vessel will be re-located to the mooring field section of the Marina and secured to a mooring ball. All preparations for securing the vessel will be the responsibility of the owner/agent of the vessel with direction from the Harbormaster or Ports Manager. There is to be no spider-webbing across or anchoring in the City Marina canal or lagoon. **Evacuation of all persons from these vessels will be mandatory.**

Anchoring in the canal or lagoon of the Marina is prohibited. This is critical in order to keep the channel free for evacuation operations and post hurricane access to the Harbor.

Coordinate the informing of all vessel owners and crew of the evacuation requirement and the established procedure for orderly evacuation of the Harbor.

Maintain close contact with other marinas in the Harbor by VHF radio and telephone.

All vessel removal operations from the marina are completed and the marina is officially closed by using special storm signs posted at all access points

Securing of marina vessels, equipment, and facilities is underway by marina employees and volunteers. The storm storage of other than Marina equipment and supplies in the main Marina building will be guided by the Hurricane Dinghy Procedure. (See Attachment)

Equipment, furniture and marina storage items in the main building are elevated as much as possible to mitigate water damage in the event of high water or storm surge.

All heavy equipment is secured including washers and dryers, vending machines, and motorized equipment.

Computers, copy machines, fax unit, registers, telephones, and radios are all placed in the high loft of the main room and bagged with heavy duty garbage bags to prevent water damage. All electric tools in the tool room and sensitive equipment is secured in the loft, or elevated and covered with plastic tarps.

All utilities are shut off at this point. The water should be shut off at all valves to and including at the meter valve on US 1 and 36th Street. The hot water heaters should be individually shut off so that if water is not changed in the lines before electric is turned back on, the elements will not burn out.

All storm shutters and windows/doors are double checked and secured. Doors are locked and dead-bolted. Preparation is made to lock down the building and secure the east side dock door as the last out egress.

The City owned pickup truck will leave with the Ports Manager or his designee at time of their evacuation from the area. It will be kept on the mainland until re-entry is ordered.

All marina staff and the Deputy Sheriff, Marine Unit are released to evacuate or to secure home interests. Instructions for reporting back to the Harbormaster or ports manager periodically and ultimately back to the facility should be given in writing and clearly understood.

f.) 24 Hours Prior (Hurricane Warning)

24 hours before predicted landfall (Hurricane Warning):

The double Hurricane Warning flags (double square red and black) have been hoisted on the west yardarm of the flagpole and have been flying since the Watch was posted.

No persons, including Marina personnel will be allowed to remain on any vessel, in any building, or vehicles at the marina facility.

Harbormaster will call the City Manager, the City Emergency Coordinator, the Monroe County Emergency Operations Center (EOC) and log with them, the closure of the marina and the personal evacuation plan with all marina staff contact numbers during and after the storm.

The City Ports Manager will call the City Manager, the City Emergency Incident Commander, and the Monroe County Emergency Operation Center and log with them the closure of the marina and the personnel evacuation plans for key marina and bridge staff with phone numbers during and after the storm.

g.) Post-Hurricane

Post-hurricane procedures for re-activation of marina (after damaging storm): Manager and Harbormaster opens facility checking for damage, and takes photographs of any damage before disturbance. Nothing will be removed from the premises until the Marina manager has made the assessment and has been given the approval for removal.

The Deputy Sheriff, Marine Unit assists with protection and security of City interests in the orderly reconstitution of operations.

If damage has occurred, nothing will be moved until all photographs have been taken of the area. Secure the area of damage until it is declared safe for customers to traverse the area and the assessment team has given approval for opening.

All utilities are kept off until the manager assesses damage and determines if it is safe to turn them on. Tests are made to determine if water lines are sound. Coordinate with the City and the County EOC for the safety of water before any use by customers.

Marina is kept closed until manager has totally assessed damage and reported it to the Monroe County EOC, the City of Marathon, an initial damage assessment team, and the Sheriff's Office. A determination is made by the team, the City Manager, and the Sheriff's Office to either open the facility for harbor access to boaters or keep it closed.

Check with the City Manager and EOC for need to activate the facility as a post recovery shelter for the harbor boaters. If the decision is made to use it, work is begun to prepare the facility for the arrival of potential shelter inhabitants.

Activate VHF radios, cell phones and other communications devices to help assess the situation in the Harbor and at other marinas in the Harbor.

If electricity is off, secure portable generators and lights for the facility. Collect sleeping gear and stores for the shelter and begin staging areas as needed.

Maintain constant communication with the Monroe County EOC and the City of Marathon.

The Deputy Sheriff, Ports Manager and Harbormaster will coordinate the immediate implementation of security procedures to protect the property and prevent any possible security concerns.

Prevent environmental damage by securing oil or gasoline leaks with booms and absorbents, and remove the source of any near-shore water contamination. Immediately notify the EOC and the City of Marathon of any hazardous material spills occurring as a result of the storm event.

After the above has been accomplished and assessed, begin contacting dock customers and marina employees with a status report and instructions as to reopening of normal Marina and Harbor operation.

Contact the Monroe County EOC for the location of disaster recovery centers and for all available Federal, State, and local assistance. Work with them in the event that the marina building can be utilized for disaster recovery.

VI. City of Marathon, Code of Ordinances, Chapter 36 – “Waterways”

a.) Article I – In General

Sec. 36-1. Definitions.

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

Dwelling unit means a building or connected buildings used as a residence by an individual or individuals.

Idle speed/no wake means that a vessel cannot proceed at a speed greater than that speed which is necessary to maintain steerageway.

Residential manmade canal means an artificial waterway that:

- (1) Has both its sides or banks in the form of a vertical rock face; seawall or riprap; and
- (2) Has any dwelling units on property adjoining the waterway.

Personal watercraft means a small class A-1 or A-2 vessel which uses an outboard motor, or an inboard motor powering a water jet pump, as its primary source of motive power and which is designed to be operated by a person sitting, standing or kneeling on, or being towed behind the vessel, rather than in the conventional manner of sitting or standing inside the vessel.

Slow speed/minimum wake means that a vessel must be fully off plane and completely settled into the water. It must not proceed at a speed greater than that speed which is reasonable and prudent to avoid the creation of an excessive wake or other hazardous condition under the existing circumstances. A vessel that is:

- (1) Operating on a plane is not proceeding at slow speed/minimum wake;
- (2) In the process of coming off plane and settling into the water or coming up onto plane is not proceeding at slow speed/minimum wake;

(3) Operating at a speed that creates a wake which unreasonably or unnecessarily endangers other vessels is not proceeding at slow speed/minimum wake;

(4) Completely off plane and which has fully settled into the water and is proceeding without wake or with minimum wake is proceeding at slow speed/minimum wake.

Vessel is synonymous with boat as referenced in Article VII, Section (1)(b), Florida Constitution (1968), and includes every description of watercraft, barge and air boat, other than a seaplane on the water, used or capable of being used as a means of transportation on the water.

Wake means all changes in the vertical height of the water's surface caused by the passage of a personal watercraft including, but not limited to, the personal watercraft's bow wave, stern wake, and prop wash.

(Code 1999, §§ 5.5-81, 5.5-101, 5.5-141, 5.5-151)

Secs. 36-2--36-20. Reserved.

b.) Article II – Operation of Vessels in Restricted Areas

Sec. 36-21. Intent and purpose.

The intent and purpose of this article is to protect human life in an area in which life would be endangered by the anchoring, mooring or operation of vessels.

(Ord. No. 2005-05, § 2, 1-25-2005)

Sec. 36-22. Definitions.

For the purposes of this article, the following terms, phrases, words and derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in plural number include the singular number, and words in the singular number include the plural number. If any definition is inconsistent with the definitions in Fla. Stat. § 327.02, the definition in Fla. Stat. § 327.02 shall take precedence.

Marker means any channel mark or other aid to navigation, information or regulatory mark, isolated danger mark, safe water mark, special mark, inland waters obstruction mark, or mooring buoy in, on, or over the City controlled waters or the shores thereof.

Operate means to be in charge of or in command of or in actual physical control of a vessel upon the City controlled waters, or to exercise control over or to have responsibility for a vessel's navigation or safety while the vessel is underway upon City controlled waters, or to control or steer a vessel being towed by a vessel upon City controlled waters.

Person means an individual, partnership, firm, corporation, association or other entity.

Vessel means every description of watercraft, barge, and airboat, used or capable of being used as a means of transportation on water.

Vessel exclusion zone means an area from which all vessels or certain classes of vessels are excluded.

(Ord. No. 2005-05, § 2, 1-25-2005)

Sec. 36-23. Penalties.

(a) A violation of Section 36-25 may be enforced by issuance of a uniform boating citation by a duly authorized law enforcement officer pursuant to the procedures set forth in Fla. Stat. § 327.73.

(b) The civil penalty for a violation of Section 36-25 shall be \$50.00 as provided in Fla. Stat. § 327.73, or such other amount as may be authorized by the Florida Legislature should Fla. Stat. § 327.73 be amended.

(c) Nothing contained herein, however, shall prohibit the City from enforcing this chapter by any other lawful means.

(Ord. No. 2005-05, § 2, 1-25-2005)

Sec. 36-24. Establishment of vessel exclusion zone.

The City Council may, by resolution, establish vessel exclusion zones.

(Ord. No. 2005-05, § 2, 1-25-2005)

Sec. 36-25. Prohibition.

It shall be prohibited for any individual to anchor, moor or operate a vessel within a vessel exclusion zone.

(Ord. No. 2005-05, § 2, 1-25-2005)

Sec. 36-26. Emergencies.

A vessel operating under emergency conditions during an emergency shall be exempt from the regulations contained in this article.

(Ord. No. 2005-05, § 2, 1-25-2005)

Secs. 36-27--36-55. Reserved.

c.) Article III – Personal Watercraft

Sec. 36-56. Definitions.

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

Idle speed/no wake means that a personal watercraft cannot proceed at a speed greater than that speed which is necessary to maintain steerageway.

Personal watercraft means a small class A-1 or A-2 vessel which uses an outboard motor, or an inboard motor powering a water jet pump, as its primary source of motive power and which is designed to be operated by a person sitting, standing or kneeling on, or being towed behind the vessel, rather than in the conventional manner of sitting or standing inside the vessel.

Wake means all changes in the vertical height of the water's surface caused by the passage of a personal watercraft including, but not limited to, the personal watercraft's bow wave, stern wake, and prop wash.

(Code 1999, § 5.5-161)

Sec. 36-57. Prohibition of personal watercraft upon certain waters of the

Florida Keys; procedure for the establishment of personal watercraft prohibited areas; exemptions.

(a) *Threat to boaters, divers, and swimmers.* The City Council has determined that the operation of personal watercraft is a threat to the health and safety of the operators of personal watercraft, swimmers, snorkelers, divers, and other boaters upon the following described waters:

(1) Boot Key Harbor, as depicted on exhibit A1 to the ordinance from which this section is derived, which is attached and incorporated into this article;

(2) The water extending 1200 feet from the shoreline of Higgs Beach Key, as depicted on exhibit A2 to the ordinance from which this section is derived, which is attached and incorporated into this article;

(3) The water extending 1200 feet from the shoreline of Little Duck Key, as depicted on exhibit A3 to the ordinance from which this section is derived, which is attached and incorporated into this article;

(4) The water extending 1200 feet from the shoreline of Sombrero Beach, as depicted on exhibit A4 to the ordinance from which this section is derived, which is attached and incorporated into this article;

(5) The water extending 1200 feet from the shoreline of Islamorada Beach, as depicted on exhibit A5 to the ordinance from which this section is derived, which is attached and incorporated into this article;

(6) The water extending 1200 feet from the shoreline of Ann's Beach, as depicted on exhibit A6 to the ordinance from which this section is derived, which is attached and incorporated into this article;

(7) The water extending 1200 feet from the shoreline of Harry Harris Park, as depicted on exhibit A7 to the ordinance from which this section is derived, which is attached and incorporated into this article;

(8) The water extending 1200 feet from the shoreline of Sea Oats Beach, Port Antiqua Beach, White Marlin Beach and Safety Harbour Beach, as depicted on exhibit A8 to the ordinance from which this section is derived, which is attached and incorporated into this article;

(9) The water extending 1200 feet from the shoreline of Florida Keys Wild Bird Center (Tavernier) as depicted on exhibit A9 to the ordinance from

which this section is derived, which is attached and incorporated into this article;

(10) The North Whale Harbor Channel, as depicted on exhibit A10 to the ordinance from which this section is derived, which is attached and incorporated by reference;

(11) The water extending 1200 feet from the shoreline of Duck Key, excluding the area known as the "Blue Water Corridor" which is more particularly described as that area lying Northerly of the Southerly boundary of Hawk's Cay Resort (which boundary is the Northerly line of the main Duck Key Canal) extended Easterly toward Conch Key 1200 feet, and Easterly of Duck Key Drive as depicted on exhibit A11 to the ordinance from which this section is derived, which is attached and incorporated by reference.

The operation of personal watercraft is prohibited upon the navigable waters described in this subsection. No person may operate a personal watercraft upon such waters.

(b) *Threat to quality of life.* The City Council has determined that the operation of personal watercraft is a threat to the quality of life of persons residing on the shoreline adjacent to the following described navigable waters: The waters adjacent to Ocean Reef as depicted on exhibit B1 to the ordinance from which this section is derived, which is attached and incorporated into this article.

The operation of personal watercraft is prohibited upon the navigable waters described in this subsection. No person may operate a personal watercraft upon such waters.

(c) *Threat to environment.* The City Council has determined that the operation of personal watercraft upon the following described navigable waters is a threat to the environment:

Within the Western Sambos Ecological Reserve as depicted on exhibit C1 to the ordinance from which this section is derived, which is attached and incorporated into this article.

The operation of personal watercraft is prohibited upon the navigable waters described in this subsection. No person may operate a personal watercraft upon such waters.

(d) *Threat to persons, quality of life, or environment.* The City Council has determined that operation of personal watercraft upon the following navigable waters constitutes a multiple threat to persons upon the water, the quality of life of persons residing onshore or the environment. The description, as depicted on exhibit D1 to the ordinance from which this section is derived, which is attached and made a part of this article (reserved for future use).

The operation of personal watercraft is prohibited upon the navigable waters described in this subsection. No person may operate a personal watercraft upon such waters.

(e) *Maps.* Maps showing the zones where personal watercraft are prohibited must be made available at the City Hall.

(f) *Additional prohibited zones.*

(1) Any person may petition the City for the establishment of additional personal watercraft prohibited zones for the navigable waters of the City in areas where the City Council has authority to enact such prohibitions.

(2) A person desiring a personal watercraft prohibited zone may file a written request for that zone with the City Manager or designee. The request should describe with some particularity the area where the zone is desired and the reasons for such a zone. If the City Manager or designee determines the request is for an area that the City has the authority to prohibit personal watercraft, and that the proffered reasons for the zone would justify the exercise of the police power, then he shall forward the request to the City Council. If the City Council determines to adopt the proposed personal watercraft prohibited zone, then the City Council shall do so through an ordinance amending this section.

(g) *Exceptions.*

(1) The prohibitions of this section do not apply to personal watercraft transiting a prohibited zone at idle speed or with no wake when either is en route from a launching location to an area where personal watercraft are not prohibited or when returning to the launching location.

(2) The prohibitions of this section do not apply to emergency or patrol or rescue personal watercraft.

(Code 1999, § 5.5-162)

Sec. 36-58. Personal watercraft prohibited zone to be marked.

The personal watercraft prohibited zones shown on the exhibits described in Section 36-57 must be marked on the waters with uniform regulatory markers in accordance with applicable State and Federal laws and regulations.

(Code 1999, § 5.5-163)

Sec. 36-59. Hold harmless agreement authorized.

As a condition for the issuance of a permit from the Division of Law Enforcement of the Department of Environmental Protection (hereinafter "Department") for the personal watercraft prohibited zones shown on the exhibits described in Section 36-57, the City hereby consents and agrees to hold the Department harmless from fault with respect to any claim or claims arising from alleged negligence in the placement, maintenance or operation of the Department-approved markers. The Mayor is authorized to sign and execute an agreement to that effect with the Department if required by the Department's rules or procedures.

(Code 1999, § 5.5-164)

Secs. 36-60--36-78. Reserved.

d.) Article IV – City Waters and Mooring Fields

Sec. 36-79. Intent and purpose.

The intent and purpose of this article is to regulate activities within City waters to promote water quality, quality of life, and manage the economic impact of the use of City waters. As such, this article authorizes and provides for the adoption of rules and regulations governing the management and use of City designated vessel anchorage areas and mooring fields, which may be adopted by separate resolution and amended from time to time. City waters, anchorage areas and mooring fields shall be managed so as to eliminate abandoned and derelict vessels, ensure compliance with the Clean Vessel Act, minimize benthic damage, and provide a safe secure harbor for the boating community. This article is adopted pursuant to, and shall be construed as consistent with Fla. Stat. chs. 327 and 315.

(Ord. No. 02-01-08, § 1(5.5-227), 1-8-2002; Ord. No. 2006-011, § 1(5.5-227), 7-11-2006)

Sec. 36-80. Definitions.

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

Abandoned vessel means any vessel that is left unattended long enough for the vessel to become a hazard to other boats, unseaworthy, or a hazard to navigation regardless of it being properly registered.

Anchor means a piece of a vessel's equipment designed to temporarily secure the vessel in an anchorage, or the act of anchoring. All anchors and lines will be considered ground tackle.

Anchorage or mooring agreement means an agreement or license between the Ports Manager and any person desiring to use a City anchorage area or mooring field, agreeing to the fees, rules and regulations governing the same.

Anchoring area means an area or areas designated for vessels to moor temporarily using their own ground tackle (anchor).

City waters means the waters extending 1,200 feet into the tidal waters adjacent to the City limits, or as may be otherwise designated by the Florida Legislature. The term "commercial vessel" shall have the same meaning as set forth in Fla. Stat. ch. 327 .

Derelict vessel means any vessel in a wrecked, junked, or substantially dismantled condition or abandoned upon any City waters or at any anchorage area or mooring field in City waters without the consent of the City or other agency having jurisdiction thereof or docked at any private property without the consent of the owner of the private property.

Floating structure shall have the same meaning as set forth in Fla. Stat. ch. 327.

Live-aboard vessel shall have the same meaning as set forth in Fla. Stat. ch. 327.

Marine sanitation device (MSD) shall have the same meaning as set forth in Fla. Stat. ch. 327 .

Moor means the securing of a vessel, by anchoring, attachment, or mooring, rafting to another vessel, or tying to a dock, pier, pile, or wharf.

Mooring means a semi-permanent anchorage installation consisting of a heavy anchor, block, or attachment to the bottom, a rode, and a buoy and pennant used for securing a vessel.

Mooring field means an area designated by the City with a network of moorings.

Navigational channel means any area designated by the appropriate Federal, State or local government agency for the purpose of vessel traffic.

Ports Manager means the City Manager or designee whom shall manage City waters and operate, manage, and maintain any City anchorage areas and mooring fields.

Registered owner means the name denoted on the vessel registration.

Seaworthy condition means a vessel that complies with all applicable Federal, State or local government agency regulations concerning equipment, operation, registration and safety.

Storm event means any declared storm event.

Transient anchoring area or *transient mooring field* mean an area in the City's waters designated for short-term anchoring and mooring.

Vessel means the same as set forth in Fla. Stat. ch. 327.

Vessel registration means Federal, State, or international registration indicating the ownership of the vessel to include its official number, port of registration and address of owner.

(Ord. No. 02-01-08, § 1(5.5-228), 1-8-2002; Ord. No. 2003-30, § 1, 12-23-2003; Ord. No. 2006-011, § 1(5.5-228), 7-11-2006)

Sec. 36-81. Rules and regulations for City waters.

The City may adopt by resolution, fees, rules and regulations for the management of designated anchorage areas and mooring fields in City waters.

(Ord. No. 02-01-08, § 1(5.5-229), 1-8-2002; Ord. No. 2006-011, § 1(5.5-229), 7-11-2006)

Sec. 36-82. Powers and duties of Ports Manager.

In addition to any duties that may be assigned from time to time, the Ports Manager shall have the following powers and duties:

- (1) To enforce the provisions of this article.
- (2) To remove or cause to be removed, from City owned, operated, or maintained or regulated anchorage areas, docks, and mooring fields all vessels and floating structures not properly anchored, docked or moored, as determined by the Ports Manager.
- (3) To control and regulate the use of City boat ramps.
- (4) To represent the City as its agent in the execution of all anchorage, docking and mooring agreements or licenses.
- (5) To remove, or cause the removal of, wrecks, derelict vessels, abandoned vessels, and floating structures or navigational hazard as authorized by interlocal agreement with applicable Federal, State and local government agencies.
- (6) To inspect the valves and holding tanks and seal the valves upon entry of a vessel to a mooring field or anchorage and to inspect the sealed valves at noticed and scheduled intervals not less than three (3) months apart.

(Ord. No. 02-01-08, § 1(5.5-230), 1-8-2002; Ord. No. 2006-011, § 1(5.5-230), 7-11-2006)

Sec. 36-83. Anchorage areas and mooring fields.

- (a) The City may, by resolution, establish and regulate anchorage areas and mooring fields in City waters to accommodate all vessels both transient and longterm.
- (b) Anchorage in a designated mooring field is prohibited.

(c) Anchorage in Boot Key Harbor is allowed only in designated anchorage areas, except during imminent and post-storm events, during which time areas outside the designated anchorage areas and not in designated mooring fields may be used as safe harbor for anchorage.

(d) The Ports Manager has the authority to remove or direct the removal of all vessels, floating structures, ground tackle, or any other equipment or materials prior to the installation of a mooring field. The owners of such vessels, floating structures, ground tackle, or any other equipment or materials shall be responsible for their removal. The City shall attempt to give reasonable notice to owners of those vessels, floating structures, ground tackle, or any other equipment or materials to allow for voluntary removal. If the City is unable to contact the owner of those vessels, floating structures, ground tackle, or any other equipment or materials, the City may remove and impound those vessels, floating structures, ground tackle, or any other equipment or materials and dispose of them.

(e) No one may operate a business from a vessel occupying a mooring without the express written permission of the Ports Manager. This may include but is not limited to chartering, brokerage, commercial fishing, boat rentals, rental accommodations, and other similar uses.

(f) All vessels desiring to use a City anchorage area or mooring field shall first register with the Ports Manager or designee. Only seaworthy and registered vessels shall be allowed use of the anchorage areas and mooring fields.

(g) The vessel operator, upon leaving the anchorage, must remove all ground tackle.

(Ord. No. 02-01-08, § 1(5.5-231), 1-8-2002; Ord. No. 2006-011, § 1(5.5-231), 7-11-2006)

Sec. 36-84. Wastewater discharge and other activities prohibited.

(a) No person shall discharge raw or treated sewage from any vessel including live-aboards or any floating structure. At such time as the Florida Keys are designated a no-discharge zone, the disposal of all waste shall comply with all applicable Federal and State rules and regulations applicable to waste discharge. This section shall be enforced pursuant to Fla. Stat. § 327.70.

(b) No person on any vessel or on land may throw garbage, waste (solid or liquid) including plastics, fuel oils, or derivatives thereof, rubbish, swill, offal or refuse into City waters.

(c) With the exception of areas designated by the Ports Manager for emergency purposes, such as hurricane preparations, and until the emergency has subsided (as defined by the City Manager or designee), no person may anchor, moor or dock, or permit or cause to be anchored, moored or docked, any live-aboard vessel:

(1) In a manmade canal, manmade basin, or manmade cove that is adjacent to any residential area; or

(2) Within 100 feet of a manmade canal mouth, manmade basin, manmade cove, or a manmade or natural shoreline whose adjacent or upland property is a residential area.

Any vessel with a person or persons aboard that is anchored, moored or docked in the same location for 72 hours is presumed to be a live-aboard vessel. This prohibition does not apply to a marina in lawful operation on the effective date of the ordinance from which this article is derived. Any marina at which a live-aboard is docked, as a condition for site improvements or redevelopment, shall provide an on-site pump-out station or a contract for pump-out services.

(Ord. No. 02-01-08, § 1(5.5-232), 1-8-2002; Ord. No. 2006-011, § 1(5.5-232), 7-11-2006)

Sec. 36-85. Removal and impoundment of dangerous or hazardous vessels.

Any vessel, due to fire, explosion, accident, or negligence, which in the determination of the Ports Manager creates an immediate danger to life or property, hazard to navigation, or imminent environmental hazard shall be subject to immediate removal and impoundment of the vessel, and costs incident thereto shall be borne by the vessel owner.

(Ord. No. 02-01-08, § 1(5.5-233), 1-8-2002; Ord. No. 2006-011, § 1(5.5-233), 7-11-2006)

Sec. 36-86. Abandoned, derelict and wrecked vessels and illegal floating structures.

(a) No abandoned, derelict or wrecked vessel, or illegal floating structure, shall be allowed in or upon the City waters or the shores of the City. No vessel which is likely to damage private or public property or become a hazard to navigation shall be permitted to anchor, dock or moor in City waters. The Ports Manager or designee shall determine whether any vessel is abandoned, derelict or wrecked, or a floating structure is illegal and if so determined, and as may be authorized by interlocal agreement or State law shall take steps for its removal as follows:

(1) To the extent possible, notify the owner or other responsible party, as soon as possible, of the determination; and

(2) If the owner or responsible party fails to remedy the condition, in the manner and time directed, the Ports Manager, shall then notify the registered owner, and any other party known by the City to have an interest in the vessel or floating structure, in writing, specifying the remedy required and the time frame within which it is to be completed.

In addition to the penalties herein, the City may choose to remove, or cause to be removed, the vessel or floating structure. The responsible party shall be required to reimburse the City for the costs incurred in the removal. If the responsible party fails to reimburse the City for the costs of removal, the City may place a lien on the responsible party's real and personal property for the costs incurred by the City. The City may foreclose on the lien, or seek a money judgment, as provided for by State law.

(b) Notwithstanding the above, if the Ports Manager determines that a vessel or floating structure is an imminent risk to the health, safety and welfare of the residents of the City, or is likely to immediately damage private or public property, or is an immediate hazard to navigation, the City may take all steps necessary to immediately remove, or cause to be removed, the vessel or floating structure without written communication.

(Ord. No. 02-01-08, § 1(5.5-234), 1-8-2002; Ord. No. 2006-011, § 1(5.5-234), 7-11-2006)

Sec. 36-87. Fees.

All fees may be set by Resolution of the City Council.

(Ord. No. 02-01-08, § 1(5.5-235), 1-8-2002; Ord. No. 2006-011, § 1(5.5-235), 7-11-2006)

Secs. 36-88--36-117. Reserved.

e.) Article V – Speed Limits and Related Restrictions

Sec. 36-118. Established.

(a) No person shall operate a vessel in an idle speed/no wake boating restricted area at a speed in excess of idle speed no wake. The boating restricted areas are hereby established to be all waters within the area described in exhibit A to the ordinances from which this subsection is derived.

(b) No person shall operate a vessel in the slow speed/minimum wake boating restricted area at a speed in excess of slow speed minimum wake. The boating restricted area is hereby established to be all waters within the area described in the exhibits to the ordinances from which this subsection is derived. This subsection shall not apply in the case of an emergency or to a patrol or rescue craft.

(c) Maps reflecting the boundaries of the boating restricted areas shall be available at the City Hall.

(Code 1999, §§ 5.5-82, 5.5-102, 5.5-106, 5.5-142, 5.5-146, 5.5-152, 5.5-156)

Sec. 36-119. Markers.

The idle speed/no wake boating restricted areas and slow speed/minimum wake boating restricted areas established pursuant to this article shall be marked on the waters and elsewhere with uniform regulatory markers in accordance with applicable State and Federal laws and regulations.

(Code 1999, §§ 5.5-83, 5.5-103, 5.5-143, 5.5-153)

Sec. 36-120. Hold-harmless agreement authorized.

As a condition for the issuance of a permit from the Division of Law Enforcement of the Department of Environmental Protection (hereinafter "Department") for the idle speed/no wake boating slow speed/minimum wake boating restricted area described in exhibit A to the ordinances from which this section is derived, the City hereby consents and agrees to hold the Department harmless from fault with respect to any claim or claims arising from alleged negligence in the placement, maintenance or operation of the Department-approved markers. The Mayor is authorized to sign and execute

an agreement to that effect with the Department if required by the Department's rules or procedures.

(Code 1999, §§ 5.5-84, 5.5-104, 5.5-144, 5.5-154)

Secs. 36-121--36-138. Reserved.

f.) Article VI – Water Taxis

Sec. 36-139. Intent and purpose.

The intent and purpose of this article is to provide for the licensing and regulation of water taxis operating within City limits.

(Ord. No. 2005-09, § 2, 4-26-2005)

Sec. 36-140. Water taxi license required.

It shall be unlawful for any person or firm to operate water taxis within the City's jurisdiction without first obtaining from the City a license and paying the fee required for the right to operate each vessel authorized under the license. A water taxi licensee shall obtain all required occupational licenses prior to commencing operations.

(Ord. No. 2005-09, § 2, 4-26-2005)

Sec. 36-141. Application.

(a) *Application contents* . Application for a water taxi license shall be made to the City Manager or his designee and must include the following information:

(1) The name, business address and telephone number of the person or firm operating the water taxi business. If a corporation or partnership, include the names of all directors, officers or partners, where applicable and specify whether or not each partner will be involved in the operations of the water taxi.

(2) A description and photograph of each vessel proposed to be utilized as a water taxi, including a copy of the Florida vessel registration and applicable United States Coast Guard certificate of inspection.

(3) A list of all pilots who will operate a water taxi, including their names, addresses, employment histories over the past five (5) years, and a copy of the United States Coast Guard license for the class of vessel the pilots will operate.

(4) Where each water taxi will be located when not in use.

(5) The method of dispatch and the location of the dispatcher.

(6) A copy of the FCC - VHF marine radio license.

(7) A certificate of insurance showing the City as a named insured on a policy or policies insuring each vessel and the business for:

a. Commercial marine protection and indemnification with limits of liability not less than \$1,000,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability.

b. Commercial marine liability coverage with limits of liability not less than \$1,000,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability.

c. Worker's compensation and employer's liability insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida law. Contractors with worker's compensation exemption shall not hold the City liable for employee injury or claims.

d. Each policy certificate shall be endorsed with a provision that not less than 30 calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

(8) An affidavit stating that there has been no conviction by the operator, if a person, or by any director, officer or partner of the licensee that will be operating the water taxi, if a corporation or a partnership, of a felony violation in this State or violation of the laws of any other State which would constitute a felony violation in this State.

(b) *Application review.* The City Manager or his designee shall review and either approve or reject all applications for a license, based on the applicant's demonstration that it has the proper equipment and personnel to operate a safe and high quality water taxi operation. No application from the same

person or firm whose application has been rejected shall be submitted again within six (6) months from the date of such rejection.

(Ord. No. 2005-09, § 2, 4-26-2005)

Sec. 36-142. Licenses and renewals.

(a) Upon the granting of a license by the City, the City Manager or his designee shall give the licensee a permit for each vessel operated as a water taxi. The fee for each license shall be established by resolution and authorize the operation of vessels as water taxis for a period of one (1) year. Each license is renewable for a period of one (1) year upon submission of documentation to the City Manager or his designee that all vessels and pilot licenses and insurances are in full force and effect. The renewal fee shall be established by resolution and is payable 30 days prior to the expiration of the license. A water taxi license that has been revoked or suspended is not renewable. The permit shall be displayed on the vessel alongside the State commercial registrations sticker.

(b) A license or permit may not be assigned.

(Ord. No. 2005-09, § 2, 4-26-2005)

Sec. 36-143. Operations.

The water taxi operator shall at all times operate in a safe manner and shall adhere to all laws, including but not limited to wake and speed limits. All water taxis must cease operations during any period in which wind speeds are predicted or recorded at 39 miles per hour or above. Operations may resume no sooner than two (2) hours after the last recorded incident of such wind speed.

(Ord. No. 2005-09, § 2, 4-26-2005)

Sec. 36-144. Revocation or suspension of license.

(a) A license may be revoked or suspended for any of the following causes:

- (1) Failure to comply with all State and Federal laws and regulations concerning the vessels of the type utilized by the licensee.
- (2) Three (3) or more instances of careless operation of a water taxi in violation of State or local laws.

(3) Failure to report any accident occurring within the City limits within 24 hours of said occurrence.

(4) Failure to maintain all required policies of insurance in full force and effect.

(5) Conviction by the licensee or by any director, officer or partner of the licensee, who is involved in the direct operation of the water taxi, of a felony violation in this State or violation of the laws of any other State which would constitute a felony violation in this State.

(6) Submission of false or incomplete documentation or information required by this article.

(b) If the City Manager or his designee has reason to believe that a water taxi license should be revoked or suspended for one (1) or more of the aforementioned causes, he shall send written notice to the licensee to show cause to the City Council why the license should not be revoked or suspended. The City Manager or his designee shall agenda a revocation hearing at the next regular meeting of the City Council held at least 15 days after receipt of the notice by the licensee. All interested parties shall have the right to be heard. Upon finding cause, the City Council may revoke or suspend any license and the permits issued thereunder.

(Ord. No. 2005-09, § 2, 4-26-2005)

Sec. 36-145. Municipal dock facilities; mooring in residential areas.

(a) A Municipal dock facility may be designated by the City Manager or his designee as a water taxi stop. Each stop is to be utilized on a first-come first-served basis. At each stop the captain of a water taxi shall remain within five (5) feet of the vessel except for the purpose of entering a structure, such as a restaurant, and announcing his arrival, for restroom use, or to obtain refreshments. No water taxi shall remain moored at a stop for longer than 15 consecutive minutes.

(b) No water taxi shall remain moored adjacent to a residential structure except to board or discharge passengers.

(c) No water taxi shall fuel while moored at any Municipal dock facility; all fueling shall be carried out at a mooring facility licensed to dispense fuels.

(d) No water taxi shall at any time have in use loudspeakers or any device to amplify sound, with the exception of an internal intercom system, the sounding of horns for navigational purposes, passenger pick-up and discharge for safety-related purposes, or in the case of an emergency. No water taxi shall at any time, except for safety-related purposes, illuminate by spotlight or any other means any of the sights or places of interest located along its route of operation, including, but not limited to, residential dwellings, other vessels, businesses or governmental buildings.

(e) The operator of a water taxi, by applying for a license from the City, grants permission to any duly authorized representative of the City to board any vessel or vessels to determine whether such vessel is in compliance with this chapter or with any other applicable laws, ordinances, rules or regulations promulgated by any jurisdiction, body or agency pursuant thereto.

(Ord. No. 2005-09, § 2, 4-26-2005)

Sec. 36-146. Penalties.

(a) A violation of this article may be enforced by issuance of a uniform boating citation by a duly authorized law enforcement officer pursuant to the procedures set forth in Fla. Stat. § 327.73.

(b) The civil penalty for a violation of this article shall be \$50.00 as provided in Fla. Stat. § 327.73, or such other amount as may be authorized by the Florida Legislature should Fla. Stat. § 327.73 be amended.

(c) A violation of this article or any resolution adopted pursuant to this article may be enforced as provided in Chapter 10 of this Code, or by issuance of a citation, summons, or notice to appear in County court, or arrest as provided in Fla. Stat. ch. 901, or by injunctive relief. Nothing contained in the City Code shall prohibit the City from enforcing this article by any other lawful means. All fines and fees may be set by resolution.

(Ord. No. 2005-09, § 2, 4-26-2005)

Secs. 36-147--36-175. Reserved.

g.) Article VII – Diving and Snorkeling Restrictions

Sec. 36-176. Intent and purpose.

The intent and purpose of this article is to abate the destruction of property, deleterious environmental effects, and criminal trespass that results from the close proximity of divers to public and private property, as well as, their interaction and exploration of docks, piers, and bulkheads in search of spiny lobster during the lobster mini-season, which activities constitute a public nuisance.

(Ord. No. 2003-24, § 1, 12-9-2003)

Sec. 36-177. Diving and snorkeling restricted during the two-day sport lobster season.

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

Dive means to wholly or partially submerge one's body while equipped with a mask or goggles, whether or not any type of underwater breathing apparatus is used.

Lobster mini-season means the two-day sport season authorized by the Marine Fisheries Department of the Florida Fish and Wildlife Conservation Commission pursuant to Section 68B-24.005, FAC, as amended from time to time.

(b) *Diving and snorkeling prohibited.* It is a public nuisance and unlawful for any person to dive or snorkel in any navigable canal, marine, or within 300 feet of an improved residential or commercial shoreline during the entirety of the lobster mini-season. A map reflecting the boundaries of the prohibited areas shall be available at the City Hall for reference by the public and shall be incorporated by reference into this article. The prohibited areas shall be marked by signs on the shoreline at conspicuous places, at marinas and along the main arterial waterways of the City. Idle speed markers as well as buoys provided in accordance with applicable State and Federal regulations, shall indicate the boundaries of the prohibited areas that extend to the open ocean. Nothing in this article shall prohibit diving incidental to vessel or dock maintenance provided the diver performing the

maintenance lawfully displays a diver down flag and otherwise complies with the requirements of Fla. Stat. ch. 327.

(Ord. No. 2003-24, § 1, 12-9-2003)

Sec. 36-178. Penalties.

A violation of this article may be enforced by issuance of a citation, summons, notice to appear in County court, arrest as provided in Fla. Stat. ch. 901, or in accordance with this Code, and punishable by a fine not to exceed \$500.00. Nothing contained herein, however, shall prohibit the City from enforcing this article by any other lawful means.

(Ord. No. 2003-24, § 1, 12-9-2003)



Boot Key Harbor City Marina
Latitude 24° 42' 33.8" N • Longitude 81° 5' 29.1" W
800 35th Street, Ocean • Marathon, FL 33050
Phone: 305.289.8877 • Fax: 305.289.8876
VHF • CH16
www.marathonflorida.org



BOOT KEY HARBOR CITY MARINA POLICIES AND LICENSE AGREEMENTS

DINGHY DOCKAGE LICENSE AGREEMENT

- **Dinghy dockage is included with Mooring and Canal Dockage and is required in order to use other marina services such as parking, laundry, showers, etc.**
 - Dinghy size is restricted to 14' or under. (#10)
 - Keep your dinghy painter between 4' and 6'. (#12)
 - Please do **NOT** leave your dinghy stored at the dock while you are out of town.
 - No refunds will be issued for unused time. (#8)
1. There is no agreement to create a bailment of the vessel. This agreement is merely a license for rental of a docking space by dinghy/vessel owner for a specific dinghy at owner's sole risk. There is neither temporary, nor permanent domain, nor control exercised over said dinghy by the Marina, but said control is to remain with the dinghy owner at all times. The Marina shall not be liable for care or protection of the dinghy including any gear or equipment at any time. Expiration or termination of the mooring or dockage agreement between the Licensee and the City Marina shall also constitute termination of this agreement.
 2. **RELEASE OF LIABILITY AND INDEMNITY:** Licensee, on his/her own behalf and on behalf of his/her executors, agents, heirs, personal representatives, and assigns and each of them, hereby expressly releases and forever discharges the City of Marathon, and its agents, employees, officials and legal representatives, in both their official and individual capacities, as well as their successors and assigns (collectively referred to as the "Marina") from any and all claims, actions, demands and causes of action in law or in equity for any and all liability for loss (including loss of life), or damages to person or property, including, but not limited to, damages caused by Marina's own negligence, fire, theft, vandalism, wind storm, high or low waters, hail, rain, ice, collision or accident, any other Act of God, or the acts of third parties, whether negligent or intentional. Licensee shall be liable to Marina for any personal injury, loss of life, or property damage caused by Licensee or on behalf of Licensee or by Licensee's agents, servants, or invitees. Licensee further agrees to defend, indemnify, and hold Marina harmless from any loss, cost, expense, claim or liability, including attorney's fees and costs of litigation and appeal, for any and all personal injury, loss of life, and property damage related in any way to Licensee's actions or property, regardless of Marina's negligence. This paragraph shall survive the expiration or termination of this agreement.

3. Dinghy operation must be reduced to **IDLE SPEED ONLY** within the Marina Basin (**NO WAKE**). Motors must be kept in down position at dinghy dock. Dinghy repairs and maintenance will not be allowed on Marina property except within the designated workshop.
4. Swimming, diving, or fishing is not permitted from the docks or dinghy/vessels.
5. Trash receptacle at the end of the dinghy dock is to be used for normal household type garbage only. Do not put flammable or hazardous material, bait, or large objects in receptacle. Please recycle. Please use tied plastic bags to secure garbage.
6. Licensee is responsible for removing from the premises or proper disposal of all batteries, propane tanks, flammables, and hazardous materials as required by law. Used oil may be brought to the marina office during normal business hours. Vessels must comply with all health and pollution standard of the State of Florida and the United States. **OIL, SPIRITS, FLAMMABLES, OILY BILGES, OR RAW SEWAGE WILL NOT BE DISCHARGED INTO MARINA WATERS.**
7. All pets must be leashed or contained when off the vessel in accordance with Chapter 3 of the City Code. Loud, disruptive, or nuisance pets will not be allowed. Pets must be walked in the designated area (N.E. corner of property) and all waste must be picked up and placed in the receptacle for this purpose.
8. Monthly rentals are paid one month in advance and are due on the first day of the following month. If payment is more than 10 days past due, The City shall charge a 20% penalty. Daily dinghy dockage expires at 8 am the following day. No refunds will be issued for unused time.
9. The Marina and Marina property is a City owned facility. State & local laws and ordinances will apply to the responsible use and consumption of alcoholic beverages. Smoking is not permitted in Marina buildings.
10. Dinghy size is restricted to 14' and under.
11. All dinghies must register with the Marina and receive a tag for dockage authorization.
12. Dinghy customers are required to use a painter between 4' and 6' when securing to dinghy docks or as approved by Marina. This includes locking chains or cables securing the dinghy to the docks.
13. A Licensee who terminates this Agreement as provided herein, or in the Rules and Regulations of the marina, must settle any outstanding charges to the Marina. No refunds will be given on pre-paid charges.
14. **ACCESSIBILITY:** Boot Key Harbor City Marina strives to ensure that all of our guests are able to enjoy the use of our facilities. Where feasible, modifications have been made to physical access-barriers inherent in our pre-1992 structures. Equivalent facilitation will be

provided to address other barriers and allow for equal access to all of our services. Marina staff members are always available to assist our customers with disabilities.

AS USED HEREIN, LICENSEE SHALL MEAN THE DINGHY/VESSEL, OWNER OF THE BOAT, HIS/HER AGENTS, GUESTS, EMPLOYEES, PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNS. LICENSOR SHALL MEAN THE CITY OF MARATHON.

*****END DINGHY LICENSE AGREEMENT*****

MOORING BALL LICENSE AGREEMENT

- Vessels shall **NOT** be left unattended for longer than one week without the consent of the Harbormaster. You must notify marina staff if your vessel will be unattended for longer than 24 hours. (#18)
- All vessels are subject to inspection by marina staff. We will make every effort to schedule the inspection at your convenience. (#6)
- Check-out time is 12:00pm on your due date. Vessels still occupying the mooring after check-out time will be charged for an additional night. (#3)
- No refunds will be issued for unused time.

This agreement is made and entered into on this date between the City of Marathon d/b/a Boot Key Harbor City Marina, 800 35th Street Ocean, Marathon, Florida 33050 (the "**City**") and the person whose name and address is shown as Owner's name (the "**Licensee**") on the information form.

LICENSEE agrees to provide written notice of any change in any of the information furnished by Licensee within ten (10) days of such change and to notify the City 10 days in advance of his and/or her intent to depart the mooring field.

On monthly Licenses, payments are made one month in advance and are due on the same day of the following month. If payment is more than 10 days past due, The City shall charge a twenty percent (20%) penalty. If the mooring fee is delinquent, Licensee shall be notified by mail at the last address provided to The City. If total payment is not received within fifteen (15) days from the date of the notice, the City shall have the right to summarily revoke this License and to order removal of the vessel, and this agreement shall terminate as provided below. No refunds will be issued for unused time.

Licensee acknowledges that he or she has inspected the mooring space and is satisfied that the mooring space is adequate for safe mooring. This License is not a bailment of the Licensee's vessel, but a License to use the mooring field and facilities, and the City's liability is limited to supervision and maintenance of the City property only.

RELEASE OF LIABILITY AND INDEMNITY: Licensee, on his/her own behalf and on behalf of his/her executors, agents, heirs, personal representatives, and assigns and each of them, hereby expressly releases and forever discharges the City of Marathon, and its agents, employees, officials and legal representatives, in both their official and individual capacities, as well as their successors and assigns (collectively referred to as the "**City**") from any and all claims, actions, demands and causes of action in law or in equity for any and all liability for loss (including loss of life), or damages to person or property, including, but not limited to, damages caused by **City's** own negligence, fire, theft, vandalism, wind storm, high or low waters, hail, rain, ice, collision or accident, any other Act of God, or the acts of third parties, whether negligent or intentional. Licensee shall be liable to **City** for any personal injury, loss of life, or property damage caused by Licensee or on behalf of Licensee or by Licensee's agents, servants, or invitees. Licensee further agrees to defend, indemnify, and hold **City** harmless from any loss, cost, expense, claim or liability, including attorney's fees and costs of litigation and appeal, for

any and all personal injury, loss of life, and property damage related in any way to **Licensee's** actions or property, regardless of **City's** negligence. This paragraph shall survive the expiration or termination of this agreement.

Definition of vessel as used throughout this license document:

A vessel is synonymous with boat as referenced in Article 7, Section 1(b) of the Florida Constitution and includes every description of watercraft, barge, and airboat, other than a seaplane, on the water, used or is capable of being used, as a means of transport on the water.

Mooring License Conditions

The undersigned, expressly agrees to abide by all of the following:

1. Any person wishing to use a mooring for his or her vessel in Boot Key Harbor must contact the City Marina to obtain a mooring License. Vessels must apply for and obtain a License during business hours of the Marina in order to use a mooring. An application must be made on a form supplied by the **City**. Proof of ownership is required in order to obtain a License. Proof of ownership includes state registered title to the vessel or other documentation as applicable.
2. When a mooring becomes available, it shall be offered first to a registered resident of the City of Marathon. Mooring balls are then assigned on a first-come, first-served basis to vessels physically located in Boot Key Harbor. Vessels must proceed promptly to the mooring ball upon assignment. Any mooring which becomes available and which can accommodate the vessel, considering the length, width and draft of the vessel, shall be considered "suitable" space for that particular vessel.
3. Check-out time for moored vessels is 12:00pm. Vessels still occupying the mooring after this time will be charged an additional night.
4. The maximum length of vessels to be Licensed to use the mooring field shall be 45 ft. measured from stem to stern as defined by Section 327, Florida Statutes. Vessels up to 60 ft. will be allowed on certain high-capacity moorings.
5. Only vessels in seaworthy condition (defined as a vessel that complies with all applicable federal, state and local agency regulations concerning equipment, operation, registration and safety) will be allowed to moor.
6. Moored vessels are subject to inspection by Marina or Ports Management Department personnel during registration inspection upon entry and at not less than three (3) months intervals thereafter as scheduled below. Inspections will include:
 - a) A sanitation equipment and system inspection to ensure compliance with marine sanitation requirements of The City Ordinances, and all Federal, state, and local laws and regulations.

- b) A brief inspection that relates to the vessel's seaworthy condition, including checking the vessel's bilges for excessive accumulations of fuel or oil, and that pumping equipment is operational.
7. Emergency inspections of unattended vessels will be conducted whenever a vessel appears to be in, or is likely to create, distress or potential danger to other vessels or the environment.
 8. Only vessels used for recreational purposes will be allowed to moor. No commercial vessels shall be allowed in the mooring field.
 9. There can be no discharge of human or pet sewage from any vessel using a mooring while in the mooring field. All through-hull sea-cocks connecting Type III (Holding Tank) systems to the outside hull area are to be sealed (by placing a seal provided by the City on the sea-cock, no tie wraps, chains, locks, etc. are acceptable) in the closed position during the entire time while on the mooring. Holding tanks can be pumped free of charge on an overnight visit, once weekly, or four times per month while registered and licensed on a mooring. All additional pump outs shall be subject to current fees.
 10. No major repairs, refinishing, or re-fitting of vessels will be allowed on the moorings. Minor repairs or light maintenance will be allowed if that maintenance does not add pollution or put wastes or contaminates into the Harbor waters or the air and does not disturb the public peace or tranquility of any person. All sanding and scraping with power tools shall have an appropriate vacuum attachment power tool. Any and all hand-work that produces dust or scrapings shall be immediately accompanied by a vacuum cleaner.
 11. Only biodegradable and non-toxic cleansers and soaps may be used on vessels while moored in the Harbor and City waters. As required by Florida Department of Environmental Protection (DEP) the use of detergents containing ammonia, sodium hypochlorite, Clorox or chlorinated solvents, petroleum distillates, or lye within the mooring field is prohibited.
 12. No refuse, garbage, or solid waste of any kind shall be disposed of or thrown overboard into the Harbor waters. Any discharge of pollutants into the Harbor waters is prohibited and shall be reported immediately to the Ports Manager, the US Coast Guard, and the DEP.
 13. The feeding, watering, or molesting of wildlife and/or aquatic life (especially manatees) except for lawful fishing from moored vessels is prohibited. The use of chum or other organic fish attractors in the water is prohibited.
 14. Marina guests shall be considerate of others and keep noise to a minimum. Between the hours of 10:00pm and 7:00am noise must be kept below 60dBA, allowing only for normal conversation, inboard generators and certain types of quiet-operation portable generators (Marathon City Code, Chapter 14 – Article II, Sec. 14-32). Standard portable or “construction” generators are prohibited from operation at ANY time, except for temporary use approved by the Harbormaster.

15. Rafting of vessels shall be limited to one dinghy or tender (12 ft or less). Additional vessels must be approved by the Harbormaster.
16. There shall be no changes, modifications, or alterations made to the mooring anchor, hard or soft tackle, and pick up line (pennant) of the mooring.
17. There is to be no sub-leasing or charging by the principal Licensee of a mooring for any services connected with the mooring or the mooring itself.
18. Vessels shall not be left unattended for longer than one (1) week without an agent/overseer being properly authorized and registered with the **City** to be responsible for the interest of the captain or vessel owner. Marina staff must be notified if the vessel is to be left unattended for more than 24 hours.
19. The **City** maintains the ability to move any vessel from one mooring to another or out of the mooring field during emergencies such as fire, sinking, or an operation where room is required to discharge management responsibility over the mooring field.
20. Only vessels with their own propulsion system, capable of the use for which it was designed shall be licensed in the mooring field. When designed without machine propulsion, a vessel must be capable of propulsion by sail at all times while moored.
21. All vessels while using the moorings, shall burn a white anchor light at night consistent with State or Federal vessel lighting requirements. Boot Key Harbor is not exempt from the requirement of an anchor light on vessels while moored or at anchor. (Refer to 1972 COL-REGS demarcation lines for the Florida Keys.)
22. There is to be no anchoring within the mooring field or the placement of accessory anchors to the mooring for any reason.
23. Mooring buoy pick-up lines (pennants) are for convenience and shall not be attached directly to the vessel such as through chocks to cleats.
24. If pennant has a rubberized float-loop, attachment lines should be wrapped several times around the float loop to eliminate chaffing and prevent a "see-saw" action on the loop; this does not apply to pennants with hard nylon eyelets. Vessel owners are responsible for maintaining attachment lines in good condition, the proper length, and tangle free.
25. If desired, in large storms for secondary security, back-up lines with slack in them must go to the top half of the mooring buoy swivel which is just below the mooring buoy for secondary security. The use of any hard tackle such as shackles, snap hooks, thimbles or chain to attach this line on the mooring is prohibited.
26. All signs of any kind placed on or adjacent to moored vessels will meet the requirements of Chapter 9.5 of the City Code.

27. All collisions, accidents and casualties, including sinking, are to be reported to a law enforcement agency having jurisdiction within 24 hours of the incident, per 327.30, Florida Statutes.
28. Any sunken vessel must be removed within 10 working days after appropriate notice to the owner is given for removal. Such notice will take into consideration emergency conditions subsequent to severe storms or hurricanes. If the vessel is not removed within that time frame, it will be removed by **the City** at the **owner's** expense.
29. During major storms and hurricanes the moorings are not rated for wind speed or hurricane categories and because of the variety of vessel weights, windage, and an array of stress factors, the City cannot assure that the mooring will hold in high wind conditions beyond the tested limit of mooring strength as calculated by the engineer of record and tests conducted by the installer. Therefore, the Licensee must assume all liability from failure of the mooring during storm conditions.
30. Monthly Licensees are required to sign and agree to the Hurricane Policy forms provided by the City on their first payment between the dates of June 1 through Nov. 30. All licensees must sign the form each new hurricane season, even Licensees that remain on a mooring annually.
31. The mooring field shall not be used for wet storage as defined by the City Manager or his designee. The City reserves the right to terminate this agreement should sufficient evidence indicate that this type of activity is taking place.
32. Any vessel mooring in contravention to these rules, or in neglect of any precaution which may be required by the ordinary practice of seamanship, will be required to move immediately when requested to do so by the City, and may be subject to termination of the mooring License.
33. **TERMINATION OF AGREEMENT/BREACH/REMEDIES:** Either party may terminate this agreement with or without cause upon 10 day's prior written notice. Expiration or termination of this agreement shall constitute termination of all other agreements between the Licensee and the City pertaining to the use of facilities at the City-owned Marina.

Upon termination of this agreement, Licensee shall at once vacate the assigned mooring or docking facility and the Marina (the "Premises") and remove the vessel(s) and all of the Licensee's other property from the Premises. Should the Licensee fail to vacate the Premises and remove his or her vessel upon termination, Licensee agrees that the City may, at its sole option, remove the vessel and place it in storage. Licensee agrees to pay all charges for towing, removal, and storage.

In addition, the City may utilize any and all remedies provided by law, and as provided herein, to remove the Licensee and/or the vessel(s) from the Premises.

Licensee agrees that the mooring or dockage provided by the City is a “necessary” within the meaning of the Federal Maritime Lien Act, and that the City, in addition to relying upon the credit of the Licensee, shall retain a maritime lien against the vessel, its appurtenances and contents, for all unpaid dockage fees, delinquency charges, and for any damage caused to any dock, piling, or any other property of the City. For undocumented vessels, pursuant to Section 328.17, Florida Statutes, in the event of non-payment of storage for a period of six months, the City is authorized to sell the Licensee’s vessel(s) at a non-judicial sale.

The remedies herein are cumulative and use of one shall not be taken to exclude or waive the right to use any other remedy provided by local, state, or federal law.

34. **LICENSEE'S DUTY TO NOTIFY CITY OF VESSEL'S ABSENCE/CITY'S RIGHT TO RE-LICENSE UNOCCUPIED SLIPS:** The Licensee hereby agrees that if the Vessel is to absent from the Premises for a period of seventy-two (72) hours or more, the Licensee shall notify the Harbormaster's office in advance of the dates of departure and return and shall confirm the return date forty-eight (48) hours prior to return. The Licensee acknowledges the City's right, as part of the consideration to the City under the License Agreement, to re-license said slip on a temporary basis (to transient vessels) for compensation when the Vessel is to be absent for seventy-two (72) hours or more. Licensee further recognizes that it has no right to any set-off or credit for the dockage fees due the City under the License Agreement when the Licensee’s slip or mooring is temporarily re-licensed to transient vessels during the absence of the Vessel as provided for herein.
35. **SECURITY DEPOSIT:** The Licensee agrees that a non-interest bearing security deposit equal to one (1) month mooring fee shall be paid to, and retained by, the City during the term of the License Agreement as security for the faithful performance by the Licensee of all the terms and conditions of the License Agreement and except as provided for in the License Agreement, shall be returned to the Licensee at such time as the Licensee peacefully vacates the Premises in accordance with the terms of the License Agreement. Whether or not prior notice has been given to the Licensee concerning any default on the part of the Licensee, the City may utilize the security deposit for the satisfaction, or partial satisfaction, of: (a) mooring fees or other charges which have become delinquent at anytime said fees and charges more than ten (10) days past due; (b) the cost of repairs required as a result of any damage or loss to City property caused by the Licensee, the vessel, its crew, or its guests or passengers; (c) the cost of removing any personal property left at any facility after Licensee vacates the Premises; (d) the cost of removing any equipment or fixtures installed by the Licensee which is not removed by the Licensee prior to his vacation of the premises, and restoring the facility to its condition prior to the Licensee's use the Premises; and (e) any other reason provided for in the License Agreement. After utilization of all, or any portion of the security deposit, the City may give notice to the Licensee, who shall have ten (10) days in which to fully replenish the security deposit. Failure to replenish the security deposit within the time required herein shall cause the License Agreement to automatically terminate. In no event shall the City be required or obligated to return the security deposit, or any portion thereof, if the City institutes legal proceedings to remove the Licensee, his or her vessel, or other property from the Premises.

36. **PROHIBITING REMOVAL OF VESSELS WITH UNPAID CHARGES:** Unless specifically authorized by the City, the Licensee shall not remove a vessel from the mooring field until all unpaid charges have been paid.
37. **NO WARRANTIES:** Licensee fully understands and agrees that the City does not warrant the condition of the slips, docks, piers, gangways, ramps, buoys, mooring gear or any other parts of the marina facilities or mooring facilities to be safe for docking, berthing or mooring vessels, or for accepting and discharging passengers, and assumes no responsibility.
38. **COMPLIANCE WITH LAWS:** Licensee agrees that in its use of the Premises, it shall comply with all Federal and State laws and County and City Ordinances pertaining to Waterways, Marinas, Vessels and Boating.
39. **NO ASSIGNMENTS OR SUB-LICENSES:** Licensee shall not assign, sub-license, transfer, mortgage, or otherwise dispose or otherwise encumber the license or any rights granted herein.
40. **ENFORCEMENT COSTS/ATTORNEYS FEES:** Licensee shall pay and discharge all costs, expenses, and attorney's fees, which may be incurred by the City in enforcing the covenants of the License Agreement, including but not limited to collecting any sums due under this agreement, enforcing the termination provisions, and any maritime or other liens.
41. **REMEDIES CUMULATIVE:** The remedies herein created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to use any other remedy.
42. **JOINT AND SEVERAL OBLIGATION:** In the event that the License is granted to more than one individual or other legal entity (or to any combination), then and in that event, each and *every* obligation or undertaking to be performed by Licensee under the License Agreement shall be the joint and several obligation of each such individual or other legal entity.
43. **EXAMINATION OF PREMISES:** Licensee agrees that it has examined and inspected the Premises to its satisfaction) prior to the execution of the License Agreement and is satisfied with the physical condition of the Premises, and further agrees that the Premises are in a safe condition and in good repair.
44. **DAMAGE OR DESTRUCTION TO PREMISES:** In the event the Premises, or any portion thereof, shall be destroyed or damaged by fire, wind, water, or other casualty so as to prevent the use of the Premises for the purposes and during the periods specified herein, or the Premises cannot be used because of strikes, acts of God, or other causes beyond the control of the City, then the License shall terminate and the Licensee waives any claim against the City for damages by reason of such termination. The City shall not be obligated to repair or rebuild the Premises, but may elect in its sole discretion to do so.

45. **SUBORDINATION TO GOVERNMENT AGREEMENTS:** Licensee acknowledges and agrees that the License Agreement is subject to and subordinate to any existing or future agreements or any kind between the City and any other public agency of the United States Government, state, any county authority, or any official, board, commission or other body politic of the state or federal government, now or hereafter created, whether specifically mentioned here or not, pertaining to the development, construction, operation or maintenance of Boot Key Harbor, marina mooring fields and basins, their adjoining seawalls and dock areas, the City reserves the right to further develop, improve, maintain, modify and repair the seawalls and dock area, the roadways and connected walkways, at any time regardless of the views of the Licensee and without interference or hindrance by the Licensee.
46. **GOVERNING LAW:** A License Agreement for use of the facilities at the City Marina shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Florida and, where applicable, the laws of the United States.
47. **VENUE:** The sole venue for an action on this Agreement shall be the appropriate court located in Monroe County, Florida.
48. **INTEGRATION CLAUSE:** All written agreements for use of the facilities at the City Marina constitute the sole, complete and only agreements between the parties hereto. Any prior agreements, oral understandings, promises, negotiations, representations, not expressly set forth in a written agreement, shall have no force or effect. Said written agreements shall not be subject to parole.
49. **SEVERABILITY CLAUSE:** The unenforceability, invalidity or illegality of any provision of the License Agreement shall not render the other provisions unenforceable, invalid or illegal.
50. **ACCESSIBILITY:** Boot Key Harbor City Marina strives to ensure that all of our guests are able to enjoy the use of our facilities. Where feasible, modifications have been made to physical access-barriers inherent in our pre-1992 structures. Equivalent facilitation will be provided to address other barriers and allow for equal access to all of our services. Marina staff members are always available to assist our customers with disabilities.

*****END MOORING LICENSE AGREEMENT*****

CANAL DOCKAGE LICENSE AGREEMENT

- Liability insurance coverage of \$300,000 is required for dockage in the canal. (#6)
- There is NO storage on the docks. They must be kept clear at all times. (#10)
- No refunds will be issued for unused time. (#9)

This **AGREEMENT** is made and entered into on this date between the City of Marathon d/b/a Boot Key Harbor City Marina, 800 35th Street (Ocean), Marathon, Florida 33050, (the "**City**") and the person, whose name and address is shown as Owner's name (the "**Licensee**").

LICENSEE agrees to provide written notice of any change in any of the information furnished by Licensee within ten (10) days of such change and to notify the City 10 days in advance of his and/or her intent to depart the marina.

1. The Rules of the Road and Navigation Laws of the United States apply to all vessels in approaching, or leaving the marina.

2. Only pleasure vessels maintained in a seaworthy condition (defined as a vessel that complies with all applicable federal, state or local government agency regulations concerning equipment, operation, registration and safety) with their own propulsion system, capable for the use for which it is designated shall be allowed.

3. There will be no discharge of human or pet sewage from any vessel using a berthing spot while in the marina. All through hull seacocks connecting type III holding tank systems are to be locked and sealed in a closed position during the entire time while docked. Holding tanks will be pumped free of charge on an overnight visit or once weekly (4 times a month) while registered and licensed at the dock. All additional pump-outs will be subject to current fees. All vessels are subject to inspection by Marina or Ports Management Department personnel during registration inspection upon entry and at not less than three (3) months intervals thereafter as scheduled below. Inspections will include:

- a) A sanitation equipment and system inspection to ensure compliance with marine sanitation requirements of The City Ordinances, and all Federal, state, and local laws and regulations.
- b) A brief inspection that relates to the vessel's seaworthy condition, including checking the vessel's bilges for excessive accumulations of fuel or oil, and that pumping equipment is operational.

4. The City reserves the right to issue a license or refuse to issue a license to any person for any reason and reserves the right to assign dock space. All efforts consistent with good business practices and the desire of the Licensee will be considered in assigning dock space.

5. Continuing infractions of the rules and regulations contained herein as established and adopted by the City Council, shall, at the option of the City, cancel this license agreement and the Licensee shall remove his or her vessel from the premises.

6. Insurance: Licensee agrees to keep his or her vessel insured with marine liability insurance. Minimum marine liability and hull coverage is \$300,000.

7. Licensee's responsibilities in the event of a tropical storm or hurricane. The marina facilities are not safe locations for vessels during tropical storms or hurricanes, and the City believes significant damage to vessels and to the marina will likely occur in a major storm if a vessel remains at the marina. Licensee agrees that it is his sole responsibility to be aware of the threat or approach of a tropical storm or hurricane. All vessels on the seawall and floating docks will be relocated to the mooring field section of the marina, at no additional charge, prior to the issuance of a watch for a named storm event. Licensee specifically and knowingly assumes the risk and agrees to be solely liable and responsible for any damages caused by Licensee's vessel to the marina slips, docks, and piers, to other vessels, and to any other property damaged by the Licensee's vessel, or a result of the vessel's presence, including any damages caused by, or as a result of, actions taken by the City to protect the marina during a tropical storm or hurricane. Licensee further agrees not to demand from, nor to sue, the City for any damages whatsoever as a result of any vessel being allowed to berth at the marina, including the Licensee's vessel during such storms.

8. Marina guests shall be considerate of others and keep noise to a minimum. Between the hours of 10:00pm and 7:00am noise must be kept below 60dBA, allowing only for normal conversation, inboard generators and certain types of quiet-operation portable generators (Marathon City Code, Chapter 14 – Article II, Sec. 14-32). Standard portable or "construction" generators are prohibited from operation at ANY time, except for temporary use approved by the Harbormaster.

9. Monthly dockage is paid one month in advance and is due on the same day of the following month. If payment is more than 10 days past due, The City shall charge a 20% penalty. Weekly and daily dockage is also due in advance. No refunds will be issued for unused time.

10. Docks and premises are to be kept free and clear of gear, tackle, hoses, bikes, equipment, laundry, garbage, and all other obstructions at all times. Motor vehicles of any sort are NOT allowed on the docks.

11. Decks of all vessels shall be kept free and clear of debris at all times and present a neat appearance.

12. Licensee must notify the Marina office, in writing, when visitors are permitted to use their vessel. The Licensee/vessel owner is responsible for all of their guests; and shall immediately inform them of and have them read and understand a copy of the Marina's Rules and Regulations.

13. The canal dockage shall not be used for wet storage as defined by the City Manager or his designee. The City reserves the right to terminate this agreement should sufficient evidence indicate that this type of activity is taking place.

14. BBQ grills (propane or other), and/or open fires are not permitted on boats or docks at the Marina, not to include galley stoves. Swimming, recreational diving, lobstering, or fishing is not permitted from docks or vessels in the Marina.

15. Dumpster at the north end of dock is to be used for normal household trash and garbage. Do not put flammable material, bait, or hazardous material in receptacle. Please remember to recycle, cans, glass and plastic. Recycle containers are placed by the dumpster.

16. Licensee is responsible for removing from the vessel and docks all batteries, propane tanks, flammables, and hazardous materials as required by law. Spent batteries and used oil may be brought to the marina office during regular business hours. Vessels must comply with all health and pollution standards of the State of Florida and the United States. RAW SEWAGE, OIL, SPIRITS, FLAMMABLES, OR OILY BILGES SHALL NOT BE DISCHARGED INTO MARINA WATERS. In the event of a violation, the Harbormaster reserves the right to terminate this agreement immediately and seek removal of vessel.

17. The City reserves the right to correct any and all nuisances or emergency conditions, at owner's expense on unattended boats, after first trying to rectify the problem through the owner. Vessels shall not be left unattended for longer than one (1) week without an agent/overseer being properly authorized and registered with the City to be responsible for the interest of the captain or vessel owner. Marina staff must be notified if the vessel is to be left unattended for more than 24 hours.

18. All pets must be leashed or contained when off the vessel in accordance with Chapter 3 of the City Code. Loud, disruptive, or nuisance pets will not be allowed. Pets must be walked in the designated area (N.E. corner of property) and all waste must be picked up and placed in the receptacle provided for this purpose.

19. All City, State and Federal laws will be enforced at the Marina and on Marina property. Smoking is not permitted in Marina buildings.

20. The use of Marina electrical outlets for the operation of power tools, battery chargers, welders, etc., is prohibited except by permission from the Harbormaster.

21. The Marina does not guarantee the continuity of electrical service where provided, nor does it accept any responsibility/liability for any damage caused by the use of the electrical service.

22. Use of inflammable or toxic cleaners/removers of those containing ammonia, sodium hypochlorite chlorite or chlorinated solvents, or any hazardous equipment and/or material is strictly prohibited.

23. A Licensee may work on their own vessel providing such work, in the judgment of the Harbormaster, does not interfere with the rights, privileges and safety of other persons, Licensees or property. The Marina must be informed of all vessel repairs and any maintenance that could impact the Marina. No major repairs, refinishing, or re-fitting of vessels will be allowed on the moorings. Minor repairs or light maintenance will be allowed if that maintenance does not add pollution or put wastes or contaminates into the Harbor waters or the air and does not disturb the public peace or tranquility of any person. All sanding and scraping with power tools shall have an appropriate vacuum attachment power tool. Any and all hand-work that produces dust or scrapings shall be immediately accompanied by a vacuum cleaner.

Licensee is required to notify the Harbormaster when Licensee expects workmen to be onboard and the nature of work to be performed. The City requires any contractor for hire, craftsman or any other person performing any work whatsoever on Licensee's vessel while in or on the premises of the Marina to first provide Marina all evidence of operational licensing and any other documentation required by Marina policies, including, but not necessarily limited to, certification of workman's compensation and liability insurance coverage, in order to protect the health, safety, welfare and property of all concerned parties. Failure to meet these conditions will require Licensee to remove their vessel from the premises.

24. IN CASES OF EMERGENCY, as determined by Marina, the Licensee agrees that the Harbormaster shall retain the right to move Licensee's vessel, as possible and practical to a safer area to protect the vessel, property or general welfare of others, in the event that Licensee's vessel is unattended. Any cost incurred by Marina shall be billed at current prevailing rates. Licensee agrees to indemnify and hold harmless from any and all liability, loss or damage caused by or to the subject vessel by the Marina. In general, the Licensee shall be solely responsible in any and all emergency measures.

25. If Licensee becomes delinquent on rental payments, Licensee agrees to allow the City the right to take over the property of the Licensee and to secure the property to the space occupied, or to store property in any other location deemed appropriate by the Marina. Space made vacant by the removal of property of the Licensee may then be rented to another at the sole discretion of the Harbormaster.

26. The Licensee warrants that neither the Licensee nor their vessel, nor any guest or occupant of Licensee's vessel, will engage in any activities that are deemed illegal by any applicable Municipal, County, State, or Federal law. Further, the Licensee warrants that they will comply with all rules and regulations of the Marina.

27. The Licensee acknowledges that they have inspected the berthing space lease herein and are satisfied that the berthing space is adequate for safe mooring of their vessel. The Licensee further acknowledges and understands that this AGREEMENT is not a bailment of the Licensee's vessel but a license for the berthing space only and Marina's liability is limited to the maintenance and upkeep of the waterfront area. The Licensee assumes full and complete responsibility for attending to their vessel in the event of dangerous weather conditions and/or other conditions requiring supervision and attention to their vessel. The Marina assumes no responsibility for the supervision of the Licensee's vessels or tending lines.

28. **RELEASE OF LIABILITY AND INDEMNITY:** Licensee, on his/her own behalf and on behalf of his/her executors, agents, heirs, personal representatives, and assigns and each of them, hereby expressly releases and forever discharges the City of Marathon, and its agents, employees, officials and legal representatives, in both their official and individual capacities, as well as their successors and assigns (collectively referred to as the "City") from any and all claims, actions, demands and causes of action in law or in equity for any and all liability for loss (including loss of life), or damages to person or property, including, but not limited to, damages caused by City's own negligence, fire, theft, vandalism, wind storm, high or low waters, hail, rain, ice, collision or accident, any other Act of God, or the acts of third parties, whether negligent or intentional. Licensee shall be liable to the City for any personal injury, loss of life, or property damage caused by Licensee or on behalf of Licensee or by Licensee's agents, servants, or invitees. Licensee further agrees to defend, indemnify, and hold City harmless from any loss, cost, expense, claim or liability, including attorney's fees and costs of litigation and appeal, for any and all personal injury, loss of life, and property damage related in any way to Licensee's actions or property, regardless of City's negligence. This paragraph shall survive the expiration or termination of this agreement.

29. **TERMINATION OF AGREEMENT/BREACH/REMEDIES:** Either party may terminate this agreement with or without cause upon 10 day's prior written notice. Expiration or termination of this agreement shall constitute termination of all other agreements between the Licensee and the Marina pertaining to the use of facilities at the City-owned Marina.

Upon termination of this agreement, Licensee shall at once vacate the assigned mooring or docking facility and the Marina (the "Premises") and remove the vessel(s) and all of the Licensee's other property from the Premises. Should the Licensee fail to vacate the Premises and remove his or her vessel upon termination, Licensee agrees that the City may, at its sole option, remove the vessel and place it in storage. Licensee agrees to pay all charges for towing, removal, and storage.

In addition, the City may utilize any and all remedies provided by law, and as provided herein, to remove the Licensee and/or the vessel(s) from the Premises.

Licensee agrees that the mooring or dockage provided by the City is a "necessary" within the meaning of the Federal Maritime Lien Act, and that the City, in addition to relying upon the credit of the Licensee, shall retain a maritime lien against the vessel, its appurtenances and contents, for all unpaid dockage fees, delinquency charges, and for any damage caused to any dock, piling, or any other property of the City. For undocumented vessels, pursuant to Section 328.17, Florida Statutes, in the event of non-payment of storage for a period of six months, the City is authorized to sell the Licensee's vessel(s) at a nonjudicial sale.

The remedies herein are cumulative and use of one shall not be taken to exclude or waive the right to use any other remedy provided by local, state, or federal law.

30. **LICENSE AGREEMENT AND PROOF OF OWNERSHIP REQUIRED:** Any person wishing to use Marina facilities for a vessel must apply for and obtain a license agreement.

Proof of ownership is required in order to obtain a license. Proof of ownership includes state registered title to the vessel, or other documentation as applicable.

31. LICENSEE'S DUTY TO NOTIFY CITY OF VESSEL'S ABSENCE/CITY'S RIGHT TO RE-LICENSE UNOCCUPIED SLIPS: The Licensee hereby agrees that if the Vessel is to absent from the Premises for a period of seventy-two (72) hours or more, the Licensee shall notify the Dockmaster's office in advance of the dates of departure and return and shall confirm the return date forty-eight (48) hours prior to return. The Licensee acknowledges the City's right, as part of the consideration to the City under the License Agreement, to re-license said slip on a temporary basis (to transient vessels) for compensation when the Vessel is to be absent for seventy-two (72) hours or more. Licensee further recognizes that it has no right to any set-off or credit for the dockage fees due the City under the License Agreement when the Licensee's slip or mooring is temporarily re-licensed to transient vessels during the absence of the Vessel as provided for herein.

32. PROHIBITING REMOVAL OF VESSELS WITH UNPAID CHARGES: Unless specifically authorized by the City, the Licensee shall not remove a vessel from the Marina until all unpaid charges have been paid.

33. NO WARRANTIES: Licensee fully understands and agrees that the City does not warrant the condition of the slips, docks, piers, gangways, ramps, buoys mooring gear or any other parts of the marina facilities or mooring facilities to be safe for docking, berthing or mooring vessels, or for accepting and discharging passengers, and assumes no responsibility as a wharfinger.

34. COMPLIANCE WITH LAWS: Licensee agrees that in its use of the Premises, it shall comply with all Federal and State laws and County and City Ordinances pertaining to Waterways, Marinas, Vessels and Boating.

35. FAILURE OF UTILITIES: Although water and electric are provided at no cost to some slips at City marina facilities, Licensee acknowledges that it has no vested rights under the License Agreement or the future or continued provision of water and electric utility services. Consequently, the parties agree that the City will in no event be liable for any interruption, termination or failure of utility services on the Premises.

36. NO ASSIGNMENTS OR SUB-LICENSES: Licensee shall not assign, sub-license, transfer, mortgage, or otherwise dispose or otherwise encumber the license or any rights granted herein.

37. ENFORCEMENT COSTS/ATTORNEYS FEES: Licensee shall pay and discharge all costs, expenses, and attorney's fees, which may be incurred by the City in enforcing the covenants of the License Agreement, including but not limited to collecting any sums due under this agreement, enforcing the termination provisions, and any maritime or other liens.

38. REMEDIES CUMULATIVE: The remedies herein created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to use any other remedy.

39. **JOINT AND SEVERAL OBLIGATION:** In the event that the License is granted to more than one individual or other legal entity (or to any combination), then and in that event, each and every obligation or undertaking to be performed by Licensee under the License Agreement shall be the joint and several obligation of each such individual or other legal entity.

40. **EXAMINATION OF PREMISES:** Licensee agrees that it has examined and inspected the Premises to its satisfaction) prior to the execution of the License Agreement and is satisfied with the physical condition of the Premises, and further agrees that the Premises are in a safe condition and in good repair.

41. **DAMAGE OR DESTRUCTION TO PREMISES:** In the event the Premises, or any portion thereof, shall be destroyed or damaged by fire, wind, water, or other casualty so as to prevent the use of the Premises for the purposes and during the periods specified herein, or the Premises cannot be used because of strikes, acts of God, or other causes beyond the control of the City, then the License shall terminate and the Licensee waives any claim against the City for damages by reason of such termination. The City shall not be obligated to repair or rebuild the Premises, but may elect in its sole discretion to do so.

42. **SUBORDINATION TO GOVERNMENT AGREEMENTS:** Licensee acknowledges and agrees that the License Agreement is subject to and subordinate to any existing or future agreements or any kind between the City and any other public agency of the United States Government, state, any county authority, or any official, board, commission or other body politic of the state or federal government, now or hereafter created, whether specifically mentioned here or not, pertaining to the development, construction, operation or maintenance of the Boot Key Harbor, marina mooring fields and basins, their adjoining seawalls, and dock areas, the City reserves the right to further develop, improve, maintain, modify and repair the seawalls and dock area, the roadways and connected walkways, at any time regardless of the views of the Licensee and without interference or hindrance by the Licensee.

43. **GOVERNING LAW:** A License Agreement for use of the facilities at the City Marina shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Florida and, where applicable, the laws of the United States.

44. **VENUE:** The sole venue for an action on this Agreement shall be the appropriate court located in Monroe County, Florida.

45. **INTEGRATION CLAUSE:** All written agreements for use of the facilities at the City Marina constitute the sole, complete and only agreements between the parties hereto. Any prior agreements, oral understandings, promises, negotiations, representations, not expressly set forth in a written agreement, shall have no force or effect. Said written agreements shall not be subject to parole.

46. **SEVERABILITY CLAUSE:** The unenforceability, invalidity or illegality of any provision of the License Agreement shall not render the other provisions unenforceable, invalid or illegal.

47. **TERM:** A License Agreement is effective until the date indicated in the agreement, unless terminated sooner by the City or the Licensee, as provided for herein

48. **ACCESSIBILITY:** Boot Key Harbor City Marina strives to ensure that all of our guests are able to enjoy the use of our facilities. Where feasible, modifications have been made to physical access-barriers inherent in our pre-1992 structures. Equivalent facilitation will be provided to address other barriers and allow for equal access to all of our services. Marina staff members are always available to assist our customers with disabilities.

*****END CANAL DOCKAGE LICENSE AGREEMENT*****

STORAGE UNIT LICENSE AGREEMENT

- Do **NOT** storage of flammable or other hazardous materials. (#4)
- Minimum rental period is one month. (#1)
- Do **NOT** install shelving, or otherwise modify the unit without prior approval from the Harbormaster.

All rents are due and payable in advance on the designated due date. If not paid, a marina lock will secure the storage unit until proper fees are paid in full. This is a license agreement and shall not be construed as a lease or bailment. Licensee must be a current Mooring/Dockage customer. Expiration or termination of the mooring or dockage agreement between the license and the City Marina shall also constitute termination of this agreement.

1. Minimum rental period is one (1) month. If Licensee is 10 days delinquent in the monthly rental payments, the City shall charge a 20% penalty and Licensee further gives the marina the right to take possession of the unit and its contents and re-rent same. No refunds will be issued for unused time. Licensee agrees to pay all reasonable expenses, costs, and attorney fees, which are incurred by the marina in the collection of any rent due herein under the terms of the lease. Licensee is responsible for any insurance coverage for the contents of this unit. Licensee will not make any alterations or repairs to the unit without the written consent of the Marina. Licensee will not use the storage unit as a business. Licensee will not sublet space in the unit. Licensor is not responsible or liable for any theft damage. Licensee shall indemnify and hold Lessor harmless from any and all claims of damage or injury to person/s or property, including court costs, and attorney fees arising from lessee's use and/or occupancy of the premises. Licensee hereby appoints Licensor, as it's attorney-in-fact to advertise for sale the goods located in the leased premises and sell such goods at any time after any installment has remained unpaid for thirty (30) days after due.
2. Licensees are responsible for providing their own lock.
3. Storage of all flammables or volatiles as defined by product labels or packaging is strictly prohibited.
4. Storage shall not extend beyond the boundaries of the storage unit.
5. Licensee must be an active dinghy dockage customer.
6. The failure of the Licensee to abide by the rules contained in the agreement will be grounds for immediate termination of the agreement.
7. **ACCESSIBILITY:** Boot Key Harbor City Marina strives to ensure that all of our guests are able to enjoy the use of our facilities. Where feasible, modifications have been made to physical access-barriers inherent in our pre-1992 structures. Equivalent facilitation will be provided to address other barriers and allow for equal access to all of our services. Marina staff members are always available to assist our customers with disabilities.

*****END STORAGE UNIT LICENSE AGREEMENT*****

PROJECT AREA LICENSE AGREEMENT

- Project area must be tidy and swept at the end of **EACH** work day. (#2)
 - **NO** power sanding, or grinding, of bottom paint or fiberglass.
1. This agreement is a license for use of the Project Area and shall not be construed as a lease or bailment. Licensee must be a current Mooring/Dockage customer. Expiration or termination of the Licensee's mooring or dockage agreement with the Marina shall also constitute expiration or termination of this agreement. This agreement may also immediately be terminated by either party upon oral or written notice. The maximum term of this agreement is 14 days.
 2. Licensee shall perform all of his/her work, and keep all materials and other property within the Project Area. Licensee may use the Project Area from 8:15 a.m. until 5:45 p.m. Licensee must clean up the Project Area prior to 5:45 p.m. Licensee may store his work and non-hazardous materials in the Project Area overnight. Licensee may not leave flammable or hazardous materials untended at any time during the authorized hours or stored in the Project Area overnight.
 3. All fees are due and payable in advance each day.
 4. If Licensee does not promptly remove any and all of his/her property upon expiration or termination of this agreement, the Marina will treat such property as lost or abandoned, and will be authorized to dispose of such property without further notice.
 5. Release of Liability and Indemnity: Licensee, on his/her own behalf and on behalf of his/her executors, agents, heirs, personal representatives, and assigns and each of them, hereby expressly releases and forever discharges City Marina and its agents, employees, officials and legal representatives, in both their official and individual capacities, as well as their successors and assigns (collectively referred to as the "Marina") from any and all claims, actions, demands and causes of action in law or in equity for any and all liability for loss (including loss of life), or damages to person or property, including, but not limited to, damages caused by Marina's own negligence, fire, theft, vandalism, wind storm, high or low waters, hail, rain, ice, collision or accident, any other Act of God, or the acts of third parties, whether negligent or intentional. Licensee shall be liable to Marina for any personal injury, loss of life, or property damage caused by Licensee or on behalf of Licensee or by Licensee's agents, servants, or invitees. Licensee further agrees to defend, indemnify, and hold City Marina harmless from any loss, cost, expense, claim or liability, including attorney's fees and costs of litigation and appeal, for any and all personal injury, loss of life, and property damage related in any way to Licensee's actions or property, regardless of Marina's negligence. This paragraph shall survive the expiration or termination of this agreement.
 6. **ACCESSIBILITY:** Boot Key Harbor City Marina strives to ensure that all of our guests are able to enjoy the use of our facilities. Where feasible, modifications have been made to physical access-barriers inherent in our pre-1992 structures. Equivalent facilitation will be provided to address other barriers and allow for equal access to all of our services. Marina staff members are always available to assist our customers with disabilities.

*****END PROJECT AREA LICENSE AGREEMENT*****

VEHICLE PARKING POLICY

- All vehicles must display a marina-issued parking permit. (#2)
 - There shall be NO changing of fluids or heavy maintenance. (#3)
 - Vehicles must be registered in the Mooring/Dockage customer's name. (#2)
1. Parking is available to active Mooring/Dockage customers only. This is a license agreement and shall not be construed as a lease or bailment. Expiration or termination of the mooring or dockage agreement between the customer and the City Marina shall also constitute termination of this agreement.
 2. Vehicles must be in the name of the Mooring/Dockage licensee and must be registered with the Marina and display a parking sticker/hanger.
 3. All vehicles shall be kept in good running condition at all times and meet all local and state requirements. No changing of fluids or heavy maintenance is allowed.
 4. The area under and around the vehicle is to be kept clear. Items such as wood, car parts, and boating equipment, etc., cannot be stowed with the vehicle, nor may vehicles be used primarily as a storage unit and must be maintained in a drivable condition.
 5. All vehicles shall display a current marina registration tag in clear view through the front windshield.
 6. Vehicles leaking fluids will be removed from the lot. Marina to notify owner for corrective action to occur within a reasonable time frame or said vehicles will be removed from the lot. No drain pans or fluid catchments under vehicles are permitted.
 7. Storage of bicycles against parked vehicles is not allowed; bike racks are provided and must be used.
 8. Care should be taken not to disturb landscaping plants adjacent to the parking lot.
 9. There is to be no sleeping or overnight use of any vehicles, except for emergencies with prior approval of the City Manager or designee.
 10. Additional vehicles are to be paid for one month in advance and are due on the same day each month. The City shall charge a 20% penalty if payment is more than 10 days past due.
 11. A Licensee who terminates this Agreement as provided herein, or in the Rules and Regulations of the Marina, must settle all outstanding charges to the Marina. No refunds of any pre-paid charges will be given.
 12. **ACCESSIBILITY:** Boot Key Harbor City Marina strives to ensure that all of our guests are able to enjoy the use of our facilities. Where feasible, modifications have been made to physical access-barriers inherent in our pre-1992 structures. Equivalent facilitation will be provided to address other barriers and allow for equal access to all of our services. Marina staff members are always available to assist our customers with disabilities.

*****END VEHICLE PARKING POLICY*****

City of Marathon Grievance Procedure under The Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the **Boot Key Harbor City Marina**. The City's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

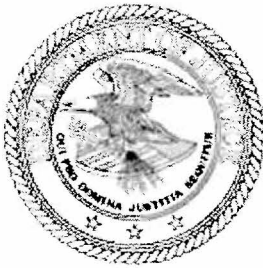
**Austin DiRenzo, ADA Coordinator/Assistant Harbormaster
800 35th Street Ocean, Marathon, FL 33050**

Within 15 calendar days after receipt of the complaint, *Austin DiRenzo* or his designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, *Austin DiRenzo* or his designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of **Boot Key Harbor City Marina** and offer options for substantive resolution of the complaint.

If the response by *Austin DiRenzo* or his designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to *CJ Geotis, Deputy City Manager* or his designee.

Within 15 calendar days after receipt of the appeal, *CJ Geotis* or his designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, *CJ Geotis* or his designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by *Austin DiRenzo* or his designee, appeals to *C.J. Geotis* or his designee, and responses from these two offices will be retained by **Boot Key Harbor City Marina** for at least three years.



NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 ("ADA"), **Boot Key Harbor City Marina** will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: **Boot Key Harbor City Marina** does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the ADA.

Effective Communication: **Boot Key Harbor City Marina** will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in **Boot Key Harbor City Marina** programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: **Boot Key Harbor City Marina** will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in **Boot Key Harbor City Marina** offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of **Boot Key Harbor City Marina**, should contact the office of **Austin DiRenzo, Assistant Harbormaster – 800 35th Street Ocean, Marathon, FL 33050 – 305-289-8877** as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require **Boot Key Harbor City Marina** to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of **Boot Key Harbor City Marina** is not accessible to persons with disabilities should be directed to **Austin DiRenzo, Assistant Harbormaster – 800 35th Street Ocean, Marathon, FL 33050 – 305-289-8877**.

Boot Key Harbor City Marina will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

Line	Item No.	Issue	Proposed Correction / Agreement	Photo	Actual Correction Made	Date Completed	Actual Cost
0001	0001	Cable cover on accessible route has a non-compliant slope of 2.7 %.	Replace cable cover to provide a slope not exceeding 2%.	006	Replaced with compliant cable cover at accessible slip and along accessible route.	1/4/2008	
	0002	Cable cover has a 2.75" (70 mm) vertical change of level.	Replace cable cover to provide a slope not exceeding 2%.	007	Replaced with compliant cable cover at accessible slip and along accessible route.	1/4/2008	
0002	*0003	Ramp has a 18.7 % non-compliant running slope.	Rework ramp to provide a running slope not exceeding 8.33% (ADAAG Fig. 16).	008	N/A - Per ADAAG Consultants, LLC Not part of accessible route.	N/A	
	0004	Ramp handrails do not have extensions that extend beyond the ramp.	Provide handrails extensions 12" (304 mm) min. beyond the top and bottom of the ramp segment (ADAAG Fig. 17).	008	N/A - Per ADAAG Consultants, LLC Not part of accessible route.	N/A	
0003	0005	Power generator door requires pinching, tight grasping or turning of the wrist to operate.	Replace or retrofit with system not requiring pinching, tight grasping or turning of the wrist to operate.	009	Equivalent facilitation will be provided through signage and policy/procedure change. Power pedestal at accessible slip will signify that assistance is available. Assistance will be offered to ALL dockage customers upon arrival.	1/14/2008	
0004	*0006	Ramp has a 20.2 % non-compliant running slope.	Rework ramp to provide a running slope not exceeding 8.33% (ADAAG Fig. 16).	011	N/A - Per ADAAG Consultants, LLC Not part of accessible route.	N/A	
	0007	Ramp handrails are mounted at 39.5" (1003 mm) above the finished floor to top of gripping surfaces.	Install handrails on both sides of ramp and mount between 34" and 38" (863 mm - 965 mm) above the finished floor to top of gripping surfaces. Handrails shall extend 12" (304 mm) min. beyond the top and bottom of the ramp segment (ADAAG Fig. 17).	011	N/A - Per ADAAG Consultants, LLC Not part of accessible route.	N/A	

Line	Item No.	Issue	Proposed Correction / Agreement	Photo	Actual Correction Made	Date Completed	Actual Cost
	0008	Ramp handrails do not have extensions that extend beyond the ramp.	Provide handrails extensions 12" (304 mm) min. beyond the top and bottom of the ramp segment (ADAAG Fig. 17).	011	N/A - Per ADAAG Consultants, LLC Not part of accessible route.	N/A	
0005	0009	Accessible route does not provide edge protection along the border.	Provide curbs, railings or projecting surfaces to prevent people from slipping off the accessible route.	002 003	#1--N/A - Per ADAAG 1003.3.2 - and boarding piers/docks are not covered under the ADA Standards.	N/A	
0006	0010	Ramp has a 13.0 % non-compliant running slope.	Rework ramp to provide a running slope not exceeding 8.33% (ADAAG Fig. 16).	013	N/A - Per ADAAG Consultants, LLC Not part of accessible route.	N/A	
	0011	Ramp handrails do not have extensions that extend beyond the ramp.	Provide handrails extensions 12" (304 mm) min. beyond the top and bottom of the ramp segment (ADAAG Fig. 17).	013	N/A - Per ADAAG Consultants, LLC Not part of accessible route.	N/A	
	0012	Transition plate of ramp has a 18.9 % non-compliant running slope.	Rework transition plate of ramp to provide a running slope not exceeding 8.33% (ADAAG Fig. 16).	013	N/A - Per ADAAG Consultants, LLC Not part of accessible route.	N/A	
0007	*0013	Transition plate of ramp has a 24.8 % non-compliant running slope.	Rework transition plate of ramp to provide a running slope not exceeding 8.33% (ADAAG Fig. 16).	014	Transition plate has been extended to provide compliant slope.	1/11/2008	
	0014	Ramp handrails do not have extensions.	Provide handrails extensions 12" (304 mm) min. beyond the top and bottom of the ramp segment (ADAAG Fig. 17).	015- 016	Handrails now have compliant, rounded extensions.	1/14/2008	

Line	Item No.	Issue	Proposed Correction / Agreement	Photo	Actual Correction Made	Date Completed	Actual Cost
0008	*0015	Ramp handrails are mounted at 39.5" (1003 mm) above the finished floor to top of gripping surfaces.	Install handrails on both sides of ramp and mount between 34" and 38" (863 mm - 965 mm) above the finished floor to top of gripping surfaces. Handrails shall extend 12" (304 mm) min. beyond the top and bottom of the ramp segment (ADAAG Fig. 17).	017	Compliant handrails have been installed, and rounded extensions have been provided at the top of the ramp. Bottom of ramp does not require handrail extensions as this is where a gangway connects to a transition plate - #2-- N/A - Per ADAAG 1003.2.1 - and docks/gangways are not covered under the ADA Standards.	1/14/2008	
0009	0016	Ramp handrails are mounted at 42" (1067 mm) above the finished floor to top of gripping surfaces.	Install handrails on both sides of ramp and mount between 34" and 38" (863 mm - 965 mm) above the finished floor to top of gripping surfaces. Handrails shall extend 12" (304 mm) min. beyond the top and bottom of the ramp segment (ADAAG Fig. 17).	018	?? - Photo reference does not show a ramp. If handrails indicated in this item are the rails along the dock in the photo, it is N/A because it is not part of the accessible route.	N/A	
0010	*0017	Joint has a 1" (25 mm) vertical change of level at threshold.	Rework joint to provide a 0.5" (12 mm) max. change of level, beveled with a slope no greater than 1:2 (ADAAG Fig. 7 c, d).	020	Joint has been leveled to a compliant slope.	1/7/2008	
0011	*0018	Accessible route has a non-compliant cross slope of 4.4 %.	Rework or repave accessible route to provide a cross slope not exceeding 2%.	024	#6--N/A - Per ADAAG Advisory 202.04 (28 CFR 36.403 (f)(1)) - Cost of seawall repair exceeds 20% of cost of alterations.	N/A	
0012	0019	Ramp with a slope of 5.6 % runs over 72" (1829 mm) in length and does not have the required handrails.	Install handrails on both sides of ramp and mount between 34" and 38" (863 mm - 965 mm) above the ramp surface to top of gripping surfaces. Handrails shall extend 12" (304 mm) min. beyond the top and bottom of the ramp segment (ADAAG Fig. 17).	025	N/A - Not part of accessible route.	N/A	

Line	Item No.	Issue	Proposed Correction / Agreement	Photo	Actual Correction Made	Date Completed	Actual Cost
	0020	The surface of the sidewalk is cracked.	Rework and clean sidewalk to provide a stable, firm, and slip-resistant floor surface.	025	N/A - Not part of accessible route.	N/A	
0013	0021	Fixed tables have no knee clearance and non-compliant clear floor space.	Provide seating with a corresponding 30" by 48" (762 mm by 1219 mm) clear floor space, 27" (685 mm) min. bottom knee clearance above the finished floor and a 19" (482 mm) horizontal projection (ADAAG Fig. 45). □	028	Tables have been disposed of.	2/9/2008	
0014	*0022	Ramp with a slope of 13.43 % does not have the required handrails.	Install handrails on both sides of ramp and mount between 34" and 38" (863 mm - 965 mm) above the ramp surface to top of gripping surfaces. Handrails shall extend 12" (304 mm) min. beyond the top and bottom of the ramp segment (ADAAG Fig. 17).	029	#7-- Ramp is also too steep - ADA Standards 4.8.2 Compliant ramp (1:12 - 8.33% slope) will be constructed alongside the main building, from the accessible entrance to the parking lot.	Pending Construction 2008	
0015	*0023	First access aisle has a 3 % non-compliant surface slope.	Rework or repave to provide an access aisle with surface slope not exceeding 2% in all directions.	030			
0016	*0024	Second accessible parking space has a 2.7 % non-compliant surface slope.	Rework or repave to provide an accessible parking space with surface slope not exceeding 2% in all directions.	030			
0017	*0025	Accessible parking space has a 2.7 % non-compliant surface slope.	Rework or repave to provide an accessible parking space with surface slope not exceeding 2% in all directions.	032	Parking space will be compliant after construction of new shower facility.	Pending Construction 2008	

Line	Item No.	Issue	Proposed Correction / Agreement	Photo	Actual Correction Made	Date Completed	Actual Cost	
	*0026	Access aisle has a 2.3 % non-compliant surface slope.	Rework or repave to provide an access aisle with surface slope not exceeding 2% in all directions.	032	Parking space will be compliant after construction of new shower facility.	Pending Construction 2008		
0018	*0027	Accessible route has a non-compliant cross slope of 2.8 %.	Rework or repave accessible route to provide a cross slope not exceeding 2%.	033	Parking space will be compliant after construction of new shower facility.	Pending Construction 2008		
0019	*0028	Accessible parking space has a 2.6 % non-compliant surface slope.	Rework or repave to provide an accessible parking space with surface slope not exceeding 2% in all directions.	034	Parking space will be compliant after construction of new shower facility.	Pending Construction 2008		
	*0029	Access aisle has a 2.6 % non-compliant surface slope.	Rework or repave to provide an access aisle with surface slope not exceeding 2% in all directions.	034	Parking space will be compliant after construction of new shower facility.	Pending Construction 2008		
0020	*0030	Accessible parking space has a 2.2 % non-compliant surface slope.	Rework or repave to provide an accessible parking space with surface slope not exceeding 2% in all directions.	034	Parking space will be compliant after construction of new shower facility.	Pending Construction 2008		
0021	0031	Ramp only has handrails on one side, and does not have extensions.	Install handrails on both sides of ramp and mount between 34" and 38" (863 mm - 965 mm) above the finished floor to top of gripping surfaces. Handrails shall extend 12" (304 mm) min. beyond the top and bottom of the ramp segment (ADAAG Fig. 17).	035	Handrail will be constructed on east side of ramp. West handrail will either be modified to provide extensions, or replaced to match east handrail.	Pending Construction 2008		

Line	Item No.	Issue	Proposed Correction / Agreement	Photo	Actual Correction Made	Date Completed	Actual Cost
0022	*0032	Ramp only has handrails on one side, and/or handrails do not have extensions.	Install handrails on both sides of ramp and mount between 34" and 38" (863 mm - 965 mm) above the finished floor to top of gripping surfaces. Handrails shall extend 12" (304 mm) min. beyond the top and bottom of the ramp segment (ADAAG Fig. 17).	036	Ramp will not be part of accessible route after construction of new shower facility.	Pending Construction 2008	
	*0033	Ramp has a 9.2 % non-compliant running slope.	Rework ramp to provide a running slope not exceeding 8.33% (ADAAG Fig. 16).	036	Ramp will not be part of accessible route after construction of new shower facility.	Pending Construction 2008	
0023	0034	Permanent room identifying signage does not have Braille or raised characters and is mounted on the door leaf.	Rework/replace existing signage with signage displaying raised characters on non-glare contrasting surface, Grade 2 Braille text of same information and mount on wall adjacent to latch side of door at 60" (1524 mm) above the finished floor to centerline.	037	Accessible restroom will be replaced by construction of new shower facility.	Pending Construction 2008	
	0035	Doorway opening has a clear width of 31.5" (800 mm).	Rework doorway (partition) to provide the required 32" (812 mm) min. clear door or entryway width (ADAAG Fig. 24).	037	Accessible restroom will be replaced by construction of new shower facility.	Pending Construction 2008	
0024	0036	Fire extinguisher protrudes into walkway, projecting 6.5" (165 mm) from back wall, and is mounted at 34" (864 mm) above the finished floor to its bottom leading edge.	Relocate or recess fire extinguisher so that it does not project more than 4" (101 mm) from back wall to outer leading edge (ADAAG Fig. 8).	041	#3-- N/A - Per ADA Standards 4.4.1 - Fire extinguisher have been lowered so bottom leading edge is at 27" above finished floor.	1/14/2008	
	0037	Phone jack is mounted beyond required reach allowed for approach provided and is mounted at 70.5" (1791 mm) above the finished floor.	Lower or install phone jack at 48" (1219 mm) max. above the finished floor for forward approach to object (ADAAG Fig. 5).	042	Phone jacks have been removed.	1/14/2008	

Line	Item No.	Issue	Proposed Correction / Agreement	Photo	Actual Correction Made	Date Completed	Actual Cost
	0038	Fire extinguisher protrudes into walkway, projecting 6.5" (165 mm) from back wall, and is mounted at 36" (914 mm) above the finished floor to its bottom leading edge.	Relocate or recess fire extinguisher so that it does not project more than 4" (101 mm) from back wall to outer leading edge (ADAAG Fig. 8).	043	#3-- N/A - Per ADA Standards 4.4.1 - Fire extinguisher has been lowered so bottom leading edge is at 27" above finished floor.	1/14/2008	
	0039	Power outlet is mounted beyond required reach allowed for approach provided and is mounted at 61" (1549 mm) above the finished floor.	Lower or install power outlet at 48" (1219 mm) max. above the finished floor for forward approach to object (ADAAG Fig. 5).	044	#3-- N/A - Per ADA Standards 4.4.1 - Fire extinguisher has been lowered so bottom leading edge is at 27" above finished floor.	1/14/2008	
	0040	Fire extinguisher protrudes into walkway, projecting 4" (102 mm) from back wall, and is mounted at 59" (1499 mm) above the finished floor to its bottom leading edge.	Relocate or recess fire extinguisher so that it does not project more than 4" (101 mm) from back wall to outer leading edge (ADAAG Fig. 8).	044	#3-- N/A - Per ADA Standards 4.4.1 - Fire extinguisher has been lowered so bottom leading edge is at 27" above finished floor.	1/14/2008	
0025	*0041	Outlet is mounted beyond required reach allowed for approach provided and is mounted at 62" (1575 mm) above the finished floor.	Lower or install outlet at 48" (1219 mm) max. above the finished floor for forward approach to object (ADAAG Fig. 5).	046-047	Outlets have been lowered.	1/18/2008	
0026	0042	Route to stage has a 12.5" (318 mm) vertical change of level.	Rework area to provide a 0.5" (12 mm) max. change of level, beveled with a slope no greater than 1:2 (ADAAG Fig. 7 c, d).	048	Stage has been removed.	2/9/2008	
0027	0043	Counter is mounted at 42" (1067 mm) above the finished floor to top.	Rework (cut out) a portion of the main counter 36" (914 mm) max. above the finished floor to top and 36" (914 mm) min. in length.	050	#4-- N/A - Per ADA Standards 7.2 (2(iii)) - Equivalent facilitation will be provided through policy/procedure change. All business can be conducted at the accessible tables adjacent to the counter. Signage will indicate the availability of this option.	1/14/2008	
0028	0044	Doorway opening has a clear width of 30.5" (775 mm).	Rework doorway (partition) to provide the required 32" (812 mm) min. clear door or entryway width (ADAAG Fig. 24).	052	Doorway will be widened.	Pending Construction 2008	

Line	Item No.	Issue	Proposed Correction / Agreement	Photo	Actual Correction Made	Date Completed	Actual Cost
	0045	Doorway has a step as a vertical change of level at threshold.	Rework door threshold to provide a 0.5" (12 mm) max. change of level, beveled with a slope no greater than 1:2 (ADAAG Fig. 7 c, d).	052			
0029	*0046	Permanent room identifying signage does not have Braille or raised characters and is mounted on the door leaf.	Rework/replace existing signage with signage displaying raised characters on non-glare contrasting surface, Grade 2 Braille text of same information and mount on wall adjacent to latch side of door at 60" (1524 mm) above the finished floor to centerline.	053	Accessible restroom will be replaced by construction of new shower facility.	Pending Construction 2008	
	0047	Maneuvering clearance on the push side of the door has a non compliant surface slope.	Rework area to provide a level and clear maneuvering space.	053	Accessible restroom will be replaced by construction of new shower facility.	Pending Construction 2008	
	0048	Accessible route at threshold has a non-compliant cross slope of 13.5 %.	Rework or repave accessible route to provide a cross slope not exceeding 2%.	055	Accessible restroom will be replaced by construction of new shower facility.	Pending Construction 2008	
	0049	Water closet flush control is toward the wall side.	Rotate water closet flush control toward the wide side or install an electronically controlled mechanism.	056	Accessible restroom will be replaced by construction of new shower facility.	Pending Construction 2008	
	0050	Water closet is centered at 19.25" (489 mm) from side wall.	Relocate water closet and center at 18" (457 mm) from side wall (ADAAG Fig. 28).	056	Accessible restroom will be replaced by construction of new shower facility.	Pending Construction 2008	
	0051	Water closet has a 18.5" (470 mm) long rear wall grab bar.	Install a 36" (914 mm) min. long rear wall grab bar and mount between 33" and 36" (838 mm - 914 mm) above the finished floor to centerline (ADAAG Fig. 29 a, b).	056	Accessible restroom will be replaced by construction of new shower facility.	Pending Construction 2008	

Line	Item No.	Issue	Proposed Correction / Agreement	Photo	Actual Correction Made	Date Completed	Actual Cost
	0052	Water closet rear wall grab bar is mounted at 31.5" (800 mm) above the finished floor to centerline.	Relocate rear wall grab bar and mount between 33" and 36" (838 mm - 914 mm) above the finished floor to centerline (ADAAG Fig. 29 a, b).	056	N/A - Per ADAAG Consultants, LLC Included with item 0051----- Accessible restroom will be replaced by construction of new shower facility.	Pending Construction 2008	
	0053	Water closet has a 36" (914 mm) long side wall grab bar.	Install a 42" (1066 mm) min. long side wall grab bar at 54" (1371 mm) min. perpendicular from rear wall to centerline of outer flange and mount horizontally between 33" and 36" (838 mm - 914 mm) above the finished floor to centerline (ADAAG Fig. 29 a, b).	056	Accessible restroom will be replaced by construction of new shower facility.	Pending Construction 2008	
	0054	Water closet side wall grab bar is mounted at 45.5" (1156 mm) perpendicular from rear wall to centerline of its outer flange.	Relocate side wall grab bar at 54" (1371 mm) min. perpendicular from rear wall to centerline of outer flange and mount between 33" and 36" (838 mm - 914 mm) above the finished floor to centerline (ADAAG Fig. 29 a, b).	056	N/A - Per ADAAG Consultants, LLC Included with item 0051----- Accessible restroom will be replaced by construction of new shower facility.	Pending Construction 2008	
	0055	Water closet side wall grab bar is mounted at 31.5" (800 mm) above the finished floor to centerline.	Relocate side wall grab bar at 54" (1371 mm) min. perpendicular from rear wall to centerline of outer flange and mount between 33" and 36" (838 mm - 914 mm) above the finished floor to centerline (ADAAG Fig. 29 a, b).	056	N/A - Per ADAAG Consultants, LLC Included with item 0051----- Accessible restroom will be replaced by construction of new shower facility.	Pending Construction 2008	
	0056	Lavatory has unwrapped bottom sink pipes.	Cover (insulate) lavatory bottom supply and drain pipes.	057	Accessible restroom will be replaced by construction of new shower facility.	Pending Construction 2008	

Line	Item No.	Issue	Proposed Correction / Agreement	Photo	Actual Correction Made	Date Completed	Actual Cost
	0057	Lavatory mirror is mounted at 40.25" (1022 mm) above the finished floor to bottom edge of its reflecting surface.	Lower lavatory mirror to 40" (1016 mm) max. above the finished floor to bottom edge of its reflecting surface (ADAAG Fig. 31).	057	Accessible restroom will be replaced by construction of new shower facility.	Pending Construction 2008	
	0058	Shower head is a fixed-type unit.	Replace or install additional shower spray unit with a hose that is 60" (1524 mm) min. in length and serves both as a fixed and hand-held unit.	058	Accessible restroom will be replaced by construction of new shower facility.	Pending Construction 2008	
	0059	Roll-in shower grab bars are mounted at 32" (813 mm) above the finished floor to centerline.	At roll-in shower, relocate grab bars on back and side walls and mount between 33" and 36" (838 mm-914 mm) above the finished floor to centerline (ADAAG Fig. 35, 37).	058	Accessible restroom will be replaced by construction of new shower facility.	Pending Construction 2008	
	0060	Roll-in shower stall does not have the required clear floor space.	Reconfigure room's fixtures and/or offset partitions to provide a 30" by 60" (762 mm by 1524 mm) min. shower stall with the required 36" by 60" (914 mm by 1524 mm) min. clear floor space (ADAAG Fig. 35).	058	Accessible restroom will be replaced by construction of new shower facility.	Pending Construction 2008	
	0061	Door swings into roll-in shower clear floor space.	Reconfigure room's fixtures and/or reverse door swing to provide the required 36" by 60" (914 mm by 1524 mm) min. shower clear floor space (ADAAG Fig. 35).	058	Accessible restroom will be replaced by construction of new shower facility.	Pending Construction 2008	
	0062	Coat hook is mounted beyond required reach allowed for approach provided and is mounted at 65" (1651 mm) above the finished floor.	Lower or install coat hook at 48" (1219 mm) max. above the finished floor for forward approach to object (ADAAG Fig. 5).	058	Accessible restroom will be replaced by construction of new shower facility.	Pending Construction 2008	

Line	Item No.	Issue	Proposed Correction / Agreement	Photo	Actual Correction Made	Date Completed	Actual Cost	
0030	*0063	Doorway opening has a clear width of 16.5" (419 mm).	Rework doorway (partition) to provide the required 32" (812 mm) min. clear door or entryway width (ADAAG Fig. 24).	059-060	#5-- Doorway needs only 20" clearance as it does not require full user passage - Per ADA Standards 4.13.5 - Doorways will be widened accordingly.	Pending Construction 2008		
	0064	Counter is mounted at 42.5" (1080 mm) above the finished floor to top.	Rework (cut out) a portion of the main counter 36" (914 mm) max. above the finished floor to top and 36" (914 mm) min. in length.	061	Counter served no function and was removed.	1/6/2008		
	0065	Counter protrudes into walkway, projecting 5.5" (140 mm) from back wall, and is mounted at 42.5" (1080 mm) above the finished floor to its bottom leading edge.	Relocate or recess counter so that it does not project more than 4" (101 mm) from back wall to outer leading edge (ADAAG Fig. 8).	061	Counter served no function and was removed.	1/6/2008		
0031	0066	The marina has 197' of fixed boating facilities at the sea wall, 372' of floating boat slips and mooring areas.	Provide at least one accessible fixed boat slip (40 lineal feet) at the sea wall, and one floating boat slip, near the ramp to the floating slips.	N/A	#8-- Marina has 197' of fixed dock and 872' of floating dock (including dinghy dock), for a total of 1069'. Per ADAAG 235.2 - We are required to have two 40' accessible slips. Per ADAAG 235.2.1 - Slips must be dispersed throughout the various types of slips. It further states that "types of boat slips" are based on several factors, NOT including whether the dock is fixed or floating. We will provide one 40' accessible slip on the "large vessel" section of the floating dock, as well as a 40' accessible section on the floating dinghy dock.	1/4/2008		