

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO DINGHY AND TENDER DOCKAGE AGREEMENTS FOR EXTENDED DOCKAGE OF DINGHIES AND TENDERS AT THE CITY PIER AT MAURICE GIBB PARK AS THE CITY MANAGER MAY DEEM APPROPRIATE IN HER SOLE DISCRETION WITH CITY COMMISSION APPROVAL OF THE FINAL FORM AGREEMENT; PROVIDING SUGGESTED TERMS AND CONDITIONS TO BE INCLUDED IN THE DINGHY AND TENDER DOCKAGE AGREEMENTS; PROVIDING FOR APPROVAL OF THE FORM AGREEMENT BY RESOLUTION OF THE CITY COMMISSION PRIOR TO EXECUTION; PROVIDING FOR THE EMPLOYMENT OF A DOCKMASTER AT THE CITY PIER AT MAURICE GIBB PARK, AT AN ESTIMATED COST OF \$269,953.77 FOR THE FIRST YEAR, TO ENFORCE THE TERMS OF AGREEMENTS; AND FURTHER, WAIVING, BY 5/7TH VOTE, THE REQUIREMENT IN SECTION 2-14(D)(1)(A) OF THE CITY CODE TO REFER ANY AGENDA ITEMS IN EXCESS OF \$75,000 TO FINANCE AND ECONOMIC RESILIENCY COMMITTEE.

WHEREAS, public piers and other facilities may be maintained by the city for the purpose of loading and unloading passengers, supplies and boating gear and for similar purposes. It is the policy of the city to maintain such facilities in a manner that will permit the greatest public use and avoid continuous occupancy, congestion or blocking thereof; and

WHEREAS, Sec. 66-107 currently prohibits docking any vessel at any public pier or other facility for a period of more than 20 minutes unless a dinghy/tender operator enters into an agreement with the City to allow an extended period; and

WHEREAS, the Mayor and City Commission recognize that persons that utilize a dinghy or tender to travel between a vessel temporarily anchored in Biscayne Bay and Maurice Gibb Park may need to dock to conduct life sustaining activities such as grocery shopping, doctors' visits, and eating in restaurants; and

WHEREAS, the Mayor and City Commission resolve that the City Administration shall, solely in its proprietary capacity as the operator of the City pier at Maurice Gibb Park, create a Dinghy and Tender Dockage Agreement that will allow for extended dockage for small dinghies and tenders issued only to those owners who the City Administration, in its sole discretion, deems qualified, on a form which terms and conditions shall be approved by the City Commission prior to implementation; and

WHEREAS, the Mayor and City Commission suggest that the Dinghy and Tender Dockage Agreement proposed by the City Manager incorporate the terms and conditions set forth in Exhibit A to this Resolution and that the final form agreement shall be approved by resolution of the City Commission prior to execution; and

WHEREAS, the Mayor and City Commission resolve that the City shall employ a full-time Dockmaster or Dockmasters to work at the City pier at Maurice Gibb Park for a daily schedule of 8 A.M. to 8 P.M., at a total estimated cost of \$269,953.77 for the first year, which shall be expected to be recouped by the City by dockage and access fees paid by Agreement signatories; and

WHEREAS, the Mayor and City Commission wish to waive by 5/7th vote, the requirement in Section 2-14(d)(1)(a) of the City Code to refer any agenda items in excess of \$75,000 to the Finance and Economic Resiliency Committee.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that:

The Mayor and the City Commission hereby authorize the City Manager to enter into Dinghy And Tender Dockage Agreements for extended dockage of dinghies and tenders at the City pier at Maurice Gibb Park as the City Manager may deem appropriate in her sole discretion with City Commission approval of the final form agreement; providing suggested terms and conditions to be included in the Dinghy And Tender Dockage Agreements; providing for approval of the form agreement by resolution of the City Commission prior to execution; providing for the employment of a dockmaster at the City pier at Maurice Gibb Park, at an estimated cost of \$269,953.77 for the first year, to enforce the terms of the agreements; and further, waiving, by 5/7th vote, the requirement in section 2-14(d)(1)(a) of the City Code to refer any agenda items in excess of \$75,000 to the City's Finance And Economic Resiliency Committee.

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

Mayor Steven Meiner

Rafael E. Granado, City Clerk

(Sponsored by Commissioner David Suarez)

EXHIBIT A – SUGGESTED DINGHY AND TENDER DOCKAGE AGREEMENT TERMS

FEES

1. \$750 monthly fee for dinghy dockage (\$25/day).
2. Maximum two (2) adults and unlimited children are permitted on dinghy/tender.
3. All dingy access without a valid Dinghy and Tender Dockage Agreement will have a \$50 drop off and pick up fee moving forward enforced by dock master. Daily users without a valid Dinghy and Tender Dockage Agreement must register with the dockmaster on a form to be approved by the City and must give at least 24 hours' notice prior to any daily dockage. Dinghy must be State registered and insured. Owners of all dinghies and/or tenders associated with a larger vessel anchored offshore must comply with all Material Terms below in order to utilize daily dinghy docking. Dinghy owner must check-in with dockmaster for each individual dockage and the dockmaster shall verify compliance with these terms before allowing daily dockage.

MATERIAL TERMS

1. Main associated larger vessel anchored offshore must remain at all times in compliance with the United States Coast Guard ("USCG") environmental and safety standards and Chapter 327, Florida Statutes. Vessels will be subject to inspection by the Miami Beach Marine Patrol. Only vessels in good operational condition, capable of maneuvering under their own power and with valid registration or documentation will be authorized to enter into a Dinghy and Tender Dockage Agreement. The determination of whether a vessel is in good operational condition is at the sole discretion of the Marine Patrol.
2. Discharge of solid or fluid waste, or human and pet waste, overboard from the main associated larger vessel anchored offshore and/or its dinghy/tender is prohibited.
3. There shall be absolutely no overboard discharge of any sewage into any area of the Biscayne Bay or any other waterway.
4. Pump out receipts for main associated larger vessel within last 7 days (or provided every Thursday) shall be provided to the dockmaster.
5. Registration and insurance for dinghy/tender and associated larger vessel, must be up to date and verified by dock master.
6. Aesthetics: (no loose items on deck, must be well maintained) with further criteria to be discussed.
7. Bottom of dinghy/tender and associated larger vessel must be cleaned of growth once a month.
8. Commercial activity of any kind on dinghy/tender and associated larger vessel is prohibited.
9. Assignment of Agreement for dinghy/tender and associated larger vessel is prohibited.
10. No wake from dinghies shall be permitted.
11. No dogs shall be left unattended on any vessel.
12. Intentional littering is prohibited.
13. Main associated vessel with dinghy/tender must remain 1000 ft from shore while anchored at all times.

14. Vessels must avoid seagrass beds.
15. Illegal activity aboard or using the main associated larger vessel anchored offshore and/or its dinghy/tender shall result in immediate termination of the Dinghy and Tender Dockage Agreement.
16. If found violating anchoring of dinghy/tender in any unlawful location will result in immediate termination of the Dinghy and Tender Dockage Agreement and in criminal prosecution.
17. Major repairs and refitting of vessels or associated equipment in Biscayne Bay or any waterway is prohibited.
18. Charcoal, wood, or open flame burners (cooking stoves to be UL approved) on dinghy/tender and associated larger vessel are prohibited.
19. Fueling of on dinghy/tender and associated larger vessel in Biscayne Bay or on any waterway is prohibited.
20. Disorderly, rowdy, or boisterous conduct and excessive noise that disrupts the quiet enjoyment of shore-based residents are prohibited.
21. Dinghy and Tender Dockage Agreement holders must comply with City and County noise ordinances.
22. Hanging laundry from the vessel in public view is prohibited on dinghy/tender and associated larger vessel.
23. Vessel owners and their guests shall familiarize themselves with the publications and warnings available at the dockmaster's office regarding safe operation in waters frequented by manatees and must abide by all Federal, State and Local laws and ordinances, rules and regulations governing the operation of watercraft in the presence of manatees.
24. Harassment of Federal or State listed protected species is illegal and will not be tolerated. Lists of these species, such as manatees, dolphins, American crocodile, sea turtles, smalltooth sawfish, giant manta ray and Nassau grouper will be available at the dockmaster's Office. All vessel owners and guests are prohibited from feeding or leaving food for wildlife, particularly birds or endangered species.
25. Vessel owners shall contact the dockmaster's office and USCG National Response Center Spill Hotline (800-424-8802) when an oil/fuel spill is discovered. The use of detergents to break up oil spills is strictly prohibited.
26. Cleaning or washing vessels with detergents containing phosphates, chlorine, or petroleum distillates is prohibited.
27. As part of the Dinghy and Tender Dockage Agreement, signatories must grant consent such that in the event of an emergency, the City has the authority to have necessary repairs made to the dinghy/tender and associated larger vessel. Emergencies include, but are not limited to, tropical storms and hurricanes; breakdown of a bilge, fuel, or sewage pump or any other leak; chafed or broken lines, or any other emergency that may imperil the vessel and possibly lead to sinking, damage to other vessels on the water, or damage to Biscayne Bay. The cost of these repairs, parts, labor or any other appropriate charges, will be billed to the vessel's owner and must be payable within 24 hours of the owner's return or as provided by the City.