

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO DOCKAGE AGREEMENTS FOR DOCKAGE OF VESSELS AT CITY-OWNED BARRY KUTUN BOAT RAMP AT MAURICE GIBB PARK AS THE CITY MANAGER MAY DEEM APPROPRIATE IN HIS SOLE DISCRETION WITH CITY COMMISSION APPROVAL OF THE FINAL FORM AGREEMENT; PROVIDING SUGGESTED TERMS AND CONDITIONS TO BE INCLUDED IN THE DOCKAGE AGREEMENTS; AND PROVIDING FOR APPROVAL OF THE FORM AGREEMENT BY RESOLUTION OF THE CITY COMMISSION PRIOR TO EXECUTION.**

**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 permits only the launch and retrieval of noncommercial vessels for a period not to exceed twenty minutes for each task at the City-owned Barry Kutun Boat Ramp, exclusively by residents of the City of Miami Beach; and

**WHEREAS**, the Mayor and City Commission recognize that residents of the City of Miami Beach may desire to temporarily dock their small noncommercial pleasure vessel at the City-owned Barry Kutun Boat Ramp in order to enjoy the shops and restaurants in and around the Sunset Harbour neighborhood; and

**WHEREAS**, the Mayor and City Commission resolve that the City Administration shall, solely in its proprietary capacity as the operator of the City-owned Barry Kutun Boat Ramp, create a Dockage Agreement that will allow for short-term dockage for small (under 45 feet) noncommercial please vessels issued only to those City of Miami Beach residents 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 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.

**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 Dockage Agreements for dockage of vessels at the City-owned Barry Kutun Boat Ramp at Maurice Gibb Park as the City Manager may deem appropriate in his sole discretion with City Commission approval of the final form agreement; providing suggested terms and conditions to be included in the Dockage Agreements; and providing for approval of the form agreement by resolution of the City Commission prior to execution.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

\_\_\_\_\_  
Mayor Steven Meiner

\_\_\_\_\_  
Rafael E. Granado, City Clerk

(Sponsored by Commissioner David Suarez)

DRAFT

## **EXHIBIT A – SUGGESTED BARRY KUTUN BOAT RAMP DOCKAGE AGREEMENT TERMS**

### **BASIC TERMS**

1. \$xxx monthly Dockage Agreement fee.
2. Maximum period of two (2) hours of dockage per day between the hours of 5 AM and 10 PM.
3. Maximum length of vessel: 45 feet.

### **DOCKAGE RULES**

1. Vessel owner must provide proof that the vessel is docked overnight each night at a home located within the City of Miami Beach or at a paid slip at a marina located within the City of Miami Beach.
2. Vessel owner shall maintain liability insurance on the vessel in an amount of at least one million dollars (\$1,000,000); hull insurance coverage in an amount of at least the replacement value of the vessel; and a removal coverage rider in an amount sufficient to pay for the removal and storage of the vessel in the event that it must be removed by the City of Miami Beach.
3. Vessel must be registered with the State of Florida.
4. Aesthetics: (no loose items on deck, must be well maintained) with further criteria to be discussed.
5. Bottom of vessel must be free of any growth.
6. Commercial activity of any kind on the vessel is prohibited.
7. Assignment of Dockage Agreement for the vessel is prohibited.
8. No wake from vessel shall be permitted.
9. No dogs shall be left unattended on any vessel.
10. Intentional littering is prohibited.
11. Illegal activity aboard or using the vessel shall result in immediate termination of the Dockage Agreement.
12. Anchoring of the vessel in any unlawful location will result in immediate termination of the Dockage Agreement and in civil and/or criminal prosecution.
13. No repairs to the vessel may be made at the Barry Kutun Boat Ramp.
14. Disorderly, rowdy, or boisterous conduct and excessive noise that disrupts the quiet enjoyment of shore-based residents are prohibited.
15. Dockage Agreement holders must comply with City and County noise ordinances.
16. Hanging laundry from the vessel in public view is prohibited on the vessel.
17. Vessel owners and their guests shall familiarize themselves with the publications and warnings available from governmental sources 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.

18. Harassment of Federal or State listed protected species is illegal and will not be tolerated. All vessel owners and guests are prohibited from feeding or leaving food for wildlife, particularly birds or endangered species.
19. 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.
20. Cleaning or washing vessels with detergents containing phosphates, chlorine, or petroleum distillates is prohibited at the Barry Kutun Boat Ramp.
21. As part of the 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 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.