

(December 13, 1999 DRAFT)

MANAGEMENT PLAN

for
Boot Key Harbor
in
Monroe County

RULES AND REGULATIONS

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1.0 Intent

It is the intent of this Management Plan (Plan) to address the primary management concerns of the proposed Managed Harbor (Harbor), encompassing Boot Key Harbor and Sisters Creek (and adjacent canals, lakes, and tributaries), in the City of Marathon, Monroe County. It is the stated purpose of the Monroe County Board of County Commissioners (Sponsor) and the Florida Keys Marina, Marathon (Operator) to provide the patrons of the Harbor adequate services and necessary amenities, and to accommodate the needs of as many responsible, considerate, recreational and local liveaboard boaters as possible. The primary purpose of this Plan is to establish a necessary, planned structure for adequate management of the Management Agreement area, and to manage the use of this Harbor in a manner that will eliminate the potential discharge of pollutants into the waters of the State.

This Plan may be modified and changed as needed to address unanticipated issues and needs as deemed necessary by the Sponsor. However, before any such modifications becomes effective, these modifications to the Plan must be accepted by the Florida Department of Environmental Protection.

This Management Plan is prepared to cover the use of provided mooring systems, as identified on the enclosed drawings and referred to as "mooring field", and the use of an anchoring area, identified and referred to as "anchorage field". Portions of the Management Plan are intended to apply specifically to activities in the anchorage field or the mooring field(s), and are identified as such. The remaining areas outside of the designated mooring and anchoring fields, but within the boundaries of the Harbor, are prohibited from anchoring or mooring activities.

The mooring fields are intended for short-term and long-term tenancy. The anchoring field is intended for transient vessels. At some time in the future it may be determined by the Sponsor or Operator that it is in the best interest of the Managed Harbor to change the anchoring field over to a transient mooring field. If that change is implemented no (overnight) anchoring of any kind will be allowed in the Harbor.

These rules shall apply to any vessel, its owner(s), crew, and guests staying in the Harbor on either a temporary or permanent basis. Failure to comply with these rules shall be a violation of County Ordinance No. XXX (to be created), and be sufficient reason for ejection from the Harbor.

2.0 Anchorage/Mooring Rules

2.1 Authority of the Operator.

The Operator has the right to assign moorings. No vessel shall occupy any mooring without the approval of the Operator. Subleasing of moorings or transfer of vessels from one mooring to another without the approval of the Operator is prohibited. Tenants wishing to transfer to a different mooring other than the one assigned shall obtain the prior authorization of the Operator and complete the required forms to be obtained in the Florida Keys Marina, Marathon (Marina) office. At the sole discretion of the Operator, any vessel may be moved from the particular mooring rented to the vessel operator to another mooring within the mooring field(s).

Any violation of these rules may void the lease agreement for use of the mooring and result in the ejection of the vessel, as well as the forfeiture of any part or all of the security deposit, if deemed appropriate in the sole discretion of the Operator. The decision or interpretation of these rules shall be the responsibility of the Operator. Appeals thereof may be made to the Operator, and ultimately to the County Administrator.

2.2 Operational Vessels only allowed.

Only vessels that are deemed to be in compliance with United States Coast Guard regulations as well as the operational and safety standards and including Chapter 327, Florida Statutes shall be allowed to moor or anchor within the Harbor. Only vessels in good operational condition, capable

of maneuvering under their own power shall be allowed to moor or anchor within the Harbor. The decision of whether a vessel is considered to be in good operational condition, and capable of maneuvering under their own power shall be the sole discretion of the Operator. Vessels without integral mechanical power for propulsion are not allowed to remain in the Harbor.

2.3 Registered vessels only.

Only vessels with current registration and acceptable documentation shall be allowed to stay within the field.

2.4 Equipment requirements for vessels.

All vessels using the mooring field(s) should have a dinghy or other small craft as an alternate method of conveyance to enable access to the dinghy dock and Marina office. Absent this, the vessel owner shall communicate the absence of a dinghy to the Operator. The lack of such a dinghy shall not be cause to refuse rental of a mooring. It is the sole responsibility of vessel occupants to provide their own conveyance to the upland facilities. Under no circumstances is the Sponsor or Operator responsible for owning, operating or maintaining a dinghy for the exclusive use of mooring patrons.

2.5 No anchoring or mooring of commercial vessels allowed.

Vessels engaged in commercial activities are prohibited from mooring or anchoring in the Harbor. No advertising or soliciting shall be permitted on any vessel within the Harbor except for "For Sale by Owner".

2.6 Mooring of vessels.

All vessels using the mooring field(s) must register at the Marina office within 12 hours of arrival. The method of securing vessels at each mooring shall be by tying the vessels by the bow only. No vessel shall be moored at the stern or be tied to more than one buoy or points on the vessel (multihull vessels shall be tied off accordingly). Rafting or mooring of more than one vessel to any mooring buoy shall be prohibited, without the prior approval of the Operator.

2.7 Abandonment of vessels.

If a vessel is left abandoned for more than 72 continuous hours, without previously contacting the Operator, the boat shall be considered abandoned. If any boat is abandoned, it may be placed in a secure location or commercial marina for storage for 30 days, during which time the Sponsor or Operator shall make a reasonable, diligent effort to locate the vessel owner. If it is not reclaimed by that time, the vessel shall be sold under the process described by Florida Statutes, at fair market value which will cover the cost of unpaid rental fees, as well as any fees due for storage.

2.8 Use of dinghy docks.

The dinghy docks located in the Marina basin are for the exclusive use of dinghies, not primary vessels. Dinghies are not to be moored or tied in any area other than the designated dinghy docks for any reason without the prior permission of the Operator. Unattended dinghies shall be left only at the dinghy docks. Use of the dinghy docks is restricted to such reasonable limits on time as may be established by the Operator and no dinghy shall be left at the dock for more than 24 continuous hours without the prior permission of the Operator.

2.9 Use of the Sewage Pumpout dock

The sewage pumpout dock is located on the southwestern face of the Marina property, adjacent to the Marina basin. This dock is for the use of vessels accessing the sewage pumpout facilities.

2.10 Zero Tolerance for Drug Use or Possession.

It is the policy of the Sponsor and the Operator to not tolerate any illegal drug use or possession within its jurisdiction or within the Harbor. Such use or possession shall be immediately prosecuted to the fullest extent of the provision of all applicable laws.

2.11 Illegal Activities prohibited.

Any illegal activity within the Harbor shall be grounds for immediate prosecution under the provisions of Florida Law. It is the intent of the Sponsor and Operator to prosecute each violation to the fullest extent of the law. If there is a reasonable cause for suspicion of an illegal activity occurring within the Harbor, the appropriate authorities will be called to investigate immediately.

2.12 Placement of anchors in the mooring field.

There shall be no dropping or placement of anchors from any vessel in the mooring field(s). It shall be considered unlawful for any unauthorized person to place a mooring anchor or device in the mooring field(s) rather than utilizing the mooring system provided by the Sponsor.

All vessels within the mooring field(s) shall only use the established buoys and mooring systems. With regard to the anchorage field, all vessels shall only use approved penetrating type anchoring systems, such as fluke, plow, or Bruce anchors. No concrete blocks or other unacceptable methods, such as engine blocks, shall be used on either a temporary or permanent basis. Placement of moorings of any kind within either the anchorage field is prohibited.

3.0 Responsibilities of users of mooring and anchoring field(s)

3.1 No liability for use of the anchorage/mooring field(s).

No liability for use of the Harbor by tenants or guests is assumed by the Sponsor, Operator or management personnel. The Sponsor and Operator and their personnel neither assume nor accept any responsibility for personal possessions, vessels, dinghies, or their contents or use while said vessels are located within the Harbor or at the Marina facilities.

3.2 Safe Operation of vessels within the Harbor.

Reckless operation of any vessel, including any recreational vessels or dinghy, when in the judgment of the Operator said operation is an endangerment life, property or other vessels, shall be grounds for immediate ejection from the Harbor.

3.3 Use of sewage pump out facilities.

Upon entering the mooring field(s), all vessels shall have their holding tanks pumped out into an approved system and secured. The Operator shall have the authority to inspect and secure the vessel's holding tank(s). Absolutely no pumping of sewage in any area within the Harbor shall be allowed except into approved pumpout systems or stations. Violations of this condition will be reason for immediate ejection and withholding of any security deposit, and violators will be prosecuted to the fullest extent of Federal and State Laws as well as applicable local ordinances.

3.4 Prohibition of repairs within the Harbor.

Major repairs or refitting of vessels, including any activity which could result in a deposition of materials into the water body or within the Harbor, is strictly prohibited. The Operator shall be contacted in advance to verify compliance of any proposed activity. Additionally, only the Sponsor or Operator will conduct or accomplish alterations or repairs to docks, piers, moorings or other common area structures. Any unauthorized structure or activity may result in ejection from the Harbor and a loss of any security deposit.

3.5 Conduct of tenants.

Tenants shall use discretion in using any sound producing devices or machinery, not limited to televisions, radios and stereos, so as not to create a nuisance to other tenants. Disorderly, boisterous or rowdy conduct by a vessel owner, crew or guests that disturbs the peace of other occupants in the Harbor shall be cause for ejection of the vessel from the Harbor.

3.6 Discharge of waste or other materials prohibited.

Discharge into the water body of any hazardous fluids, regardless of nature, waste or other material, is strictly prohibited within the Harbor. If the Operator or any employee observes any

such discharge, they will immediately notify the Department of Environmental Protection by calling the State Warning Point number (1-800-320-0519). If such a discharge is determined to have occurred and to be of an illegal nature, except under life threatening emergency conditions, ejection from the Harbor is required, once appropriate environmental enforcement information has been obtained. The Operator shall have available, in addition to sewage pumpout facilities, facilities for the proper disposal of oil and hydraulic fluid.

3.7 Feeding wildlife prohibited

It is prohibited for any vessel owner, crew or guest in the Harbor or at the Marina to feed or leave food for any wildlife, particularly birds or threatened or endangered species, such as manatees or pelicans.

3.8 Non-tenant use of mooring field prohibited.

It is prohibited for any non-tenant vessel to moor within the mooring field(s), without authorization by the Operator, except as provided by the provisions of this plan.

3.9 Boarding by Law Enforcement personnel.

The vessel owner shall fully comply with the directions of the Operator or Law Enforcement personnel. Further, all vessel operators within the Harbor shall allow the Operator or Law Enforcement personnel full access to board and inspect their vessel as determined to be necessary by the Operator or Law Enforcement personnel.

3.10 Emergency repairs in tenants' absence.

In the event of an emergency where the vessel is in imminent danger of sinking or represents a threat to other vessels, while the tenant is not aboard, all tenants shall be required to grant prior consent to the Operator the authority to make necessary repairs. If the vessel is deemed to be in imminent danger of sinking or represents a threat to other vessels while the tenant is aboard, the Operator has the authority to require repairs to be made within a reasonable time frame. The emergency may include, but shall not be limited to, the vessel in danger of sinking, afire, breakdown of a bilge, fuel or sewage pumps or fluid leaks or broken lines. The cost of securing the vessel will be charged to the vessel owner.

3.11 Unauthorized departure of vessels with due balances.

It is unlawful for a vessel owner to vacate its mooring without the permission of the Operator when said vessel has a delinquency in its dockage account. The Operator has the right and authority to secure the vessel to prevent its removal until the delinquency is satisfactorily addressed.

4.0 Amenities and Services

4.1 Misuse of any amenity grounds for ejection.

Misuse of any amenity, or Marina or Harbor property is grounds for ejection. If any tenant, crew or guest damages any property or equipment of the facilities, due to neglect, misuse, vandalism or failure to follow stated instructions, they shall be held responsible for the cost of repair and replacement, as well as any civil or criminal charges for the activity.

4.2 Use of County Park

The Sponsor encourages the responsible use of the adjacent County park by tenants and visitors of the Marina and Harbor.

5.0 Leasing requirements for tenants of the mooring field(s)

5.1 Lease agreement

All tenants of the mooring field(s) shall be required to execute a lease agreement with the Operator within 12 hours of achieving mooring within the mooring field(s). The lease agreement shall contain whatever reasonable language is deemed necessary by the Sponsor or Operator to enforce compliance with the provisions of this Management Plan.

5.2 Leasing fees

The Sponsor, by separate resolution, shall be allowed to assess any charge deemed necessary to cover the costs of operation, maintenance, or the projected costs of future expansions of the mooring fields and the Marina. If income generated exceeds the needs of the Harbor and the Marina, that money may also be used for County Parks and Recreation facilities and upgrades.

It is not the intention or goal of the Sponsor to make a profit from the Harbor. As an assurance of this, the Operator will annually submit a cost expenditure report for the Harbor and Marina to the Florida Department of Environmental Protection, Division of State Lands. If it is determined that the Harbor is making a profit, the Sponsor may be disqualified from any waiver from paying fees to the Department of Environmental Protection, Division of State Lands.

5.3 Security Deposit

The Sponsor shall be allowed to require a reasonable security deposit from a tenant.

5.4 Expiration of the Management Agreement

Should the Management Agreement expire, all vessels and equipment shall be removed as required by the Management Agreement.

6.0 Severe Storm or Hurricane Plan

All vessels are encouraged to vacate the fields within 12 hours of the time that the Harbor comes under a hurricane watch. The vessel owner is responsible to repair any damages (public or private) that result from their vessel or property.

7.0 Plans for Future expansion of Managed Anchorage/Mooring Field(s)

It may become necessary or desirable to expand the field(s) to provide additional moorings as needed to meet future demand. This expansion may also include additional management issues and concerns. As a result, this plan may be modified to include these areas.

