



SUBJECT: Marina Resolution and Dock Permit Draft Resolution

ACTION REQUESTED: Provide feedback to staff on dock permit fees for the Safety Harbor Marina.

REQUESTED BY: Josh Stefancic, City Manager
Julie Inman, Recreation Director

SUPPORTING DOCUMENTS: Yes

SUMMARY

On October 7, 2019, the City Commission adopted the current dock permit fees for the Safety Harbor Marina via Resolution No. 2019-15. The City's General Fund supplemented the Marina Boat Basin Fund (Fund 015) at \$36,220 in FY23, \$36,000 in FY24, \$36,000 in FY25, and \$36,000 in FY26. The Marina Boat Basin Fund is a Special Revenue Fund within the City's overall budget.

During the creation of the FY25 and FY26 budgets, the City Commission directed staff to identify and present fee increases to the commission for review and possible implementation.

On October 2, 2025, the Parks and Recreation Advisory Board approved staff's fee increase for const recovery recommendation unanimously.

On October 20, 2025, staff presented findings to the Commission seeking feedback. Staff were provided Commission and community feedback. Staff received direction from Commission and legal that the Special Marina Fund is self-funded through user fees. Any deviation from self-funding will directly affect slip permit monthly cost.

Staff has drafted Resolution No. 2026-03 with consideration of feedback to include a 5-year permit fee schedule, and updated Marina Boat Basin and Waterway Docks Rules, Policies, and Procedures, and draft Docking Permit Application.

Staff are seeking feedback for Draft Resolution No. 2026-03 addressing dock permit fees and Boat Basin Waterways Docks rules, regulations and procedures to return to Commission on April 20, 2026.

RESOLUTION NO. 2026-03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SAFETY HARBOR, FLORIDA, AMENDING CERTAIN SAFETY HARBOR MARINA BOAT BASIN AND WATERWAY DOCKS USER FEES INCLUDING RATES FOR USE OF BOAT SLIPS, TRANSIENT SLIP FEES, AND PERMIT CHARGES; ESTABLISHING THE SAFETY HARBOR MARINA BOAT BASIN AND WATERWAY DOCKS RULES, POLICIES, AND PROCEDURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Safety Harbor ("City") supports protecting and maintaining the Safety Harbor Marina Boat Basin and Waterways Docks, providing continued community access to the waterways; and

WHEREAS, the City Manager is authorized by the City Commission to manage and recommend user fees to ensure cost recovery, promote accessibility, support maintenance and operations, and remain consistent with prevailing market rates; and

WHEREAS, the City Manager has worked with the Recreation Department Director to establish, monitor and update from time to time the appropriate user fees for the use of Safety Harbor Marina Boat Basin and Waterways Docks; and

WHEREAS, the City Commission, in session duly and regularly assembled on October 20, 2025, reviewed the results, recommendations and findings of the Parks and Recreation Advisory Board and considered estimated revenues, expenditures, long-term cost recovery model, market conditions, slip rate data for other comparable Florida municipal marinas and other pertinent facts relative to the Safety Harbor Marina Boat Basin and Waterways Docks as presented by the Recreation Department Director, along with citizen input; and

WHEREAS, the City Commission recognizes the necessity and benefits of developing and implementing a comprehensive and reasonable user fee system which is fair to all marina users; and

WHEREAS, the City Commission finds, based on the recommendations and findings of the Parks and Recreation Advisory Board, the Recreation Department Director, and citizen input, that an increase in certain user fees is necessary to support the City's costs of operating, maintaining, and performing capital expenditures on the Safety Harbor Marina Boat Basin and Waterways Docks.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SAFETY HARBOR, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED, THAT:

SECTION 1: The above recitals are true, correct, and incorporated herein by reference as the factual findings of the City Commission of the City of Safety Harbor, Florida, for the adoption of this Resolution.

SECTION 2: The monthly fees for marina dock permits are hereby established as follows and will be due monthly following an invoice from the City of Safety Harbor:

Calendar Year 2026

<u>SLIP NUMBERS</u>	<u>SLIP RATE</u>
Slips 32-44	\$128.20
Slips 1, 17-31	\$135.50
Slips 2-12	\$142.80
Slips 13-16	\$150.20

Calendar Years 2027-2031

<u>CALENDAR YEAR</u>	<u>SLIP RATE</u>
2027	\$270
2028	\$280
2029	\$290
2030	\$300
2031	\$310

The advance payment of dock permit fees will not be accepted; noted fees do not include applicable taxes.

Above rates are for Safety Harbor Residents. Non-resident rates will be set annually at an additional 50% above the resident rate.

SECTION 3: The fees for transient use of the Safety Harbor Marina Boat Basin and Waterways Docks are hereby established as follows:

Timeframe	Fee
Daily	\$60.00
Weekly	\$180.00
Monthly	Same rates described in SECTION 2

Noted fees do not include tax.

SECTION 4: Other fees associated with the Safety Harbor Marina Boat Basin and Waterways Docks dock permits are as follows:

Item	Fee
Marina Dock Permit Waitlist	\$25/Year
Parking Permit	\$20 Replacement fee
Late Dock Permit Payment Fee	\$50 after the 5 th of the month
Return check fee	\$25, if the face value does not exceed \$50. \$30, if the face value is more than \$50 but does not exceed \$300. \$40, if the face value is more than \$300.

Noted fees do not include tax.

SECTION 5: The Safety Harbor Marina Boat Basin and Waterway Docks Rules, Policies and Procedures, herein attached as Exhibit A, are hereby ratified and accepted.

SECTION 6. If any word, phrase, clause, paragraph, section or provision of this Resolution is held invalid or unconstitutional, such finding shall not affect the other provisions of the Resolution which can be given without the valid or unconstitutional provisions, and to this end the provisions of this Resolution are declared severable

SECTION 7: This Resolution shall become effective immediately upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF SAFETY HARBOR, FLORIDA THIS ___ DAY OF _____, 2025.

Mayor

REVIEWED AND APPROVED:

City Attorney

Vice Mayor

ATTEST:

Commissioner

City Clerk

Commissioner

Commissioner

EXHIBIT A

SAFETY HARBOR MARINA BOAT BASIN AND WATERWAY DOCKS RULES, POLICIES, AND PROCEDURES

A. Purpose & Objective

The purpose of these Rules, Policies, and Procedures is to promote the safe and efficient operation of the Safety Harbor Marina Boat Basin and Waterway Docks (“Marina”) and provide better services to all Marina users. For the safety and enjoyment of the Marina, it is required that all boat owners, dock permittees, family members, crew and guests abide by the following rules, policies, and procedures set forth herein.

B. Application

All users of the Marina facilities and services are subject to the rules, policies, and procedures, prescribed herein, and all other rules, codes, and ordinances as adopted by the City of Safety Harbor (“City”).

C. Dock Permits

1. A dock permit is required for all slip usage. Any person (slip permittee) who shall accept assignment of a slip shall by such act fully accept all of the provisions of these rules, policies and procedures, including all provisions of confiscation or forfeiture for violations thereof as adopted by the City, and shall hold the City harmless for any act of the City, its officers or employees in pursuance thereof.
2. Dock permits will be issued only to individuals from the boat slip waitlist; names on the waitlist cannot be swapped, transferred, or added. Dock permit holders whose permits were terminated due to the Marina reconstruction closure in 2025 will be given priority for boat slips once the Marina reopens.
3. Dock permits will be valid from issue date until the end of the calendar year. Annual renewals for all existing dock permits shall be submitted between October 1 and January 1st of each year. Failure to timely renew will result in automatic expiration of the permit.
4. Dock permits will be issued only to the named permittee listed on the permit application. The dock permit and vessel registration name must match the permittee listed on the application.
5. No additional names or parties can be added to a non-commercial dock permit.
6. Dock permits shall be assigned on a priority basis to residents of the City. If all residents on the waiting list have been accommodated and a slip remains available, the City may assign the slip to a non-resident.

7. Effective January 1, 2028, the number of boat slips designated for commercial use or public safety shall be limited and phased in through attrition as follows:
 - a. Beginning January 1, 2027, one boat slip shall be designated for public safety; and
 - b. Beginning January 1, 2028, no more than one boat slip shall be designated for commercial use; and
 - c. Beginning January 1, 2029, no more than two boat slips shall be designated for commercial use.

Any authorized commercial slips shall be subject to a fee equal to twice the resident slip fee in effect at the time the commercial dock permit is issued. Commercial users are those slip users who pay to use a slip to conduct business in said slip.

8. All slip fees, deposits, and transient user fees are subject to change or increase as deemed necessary by the City.
9. Upon slip availability, City representatives will make three (3) contact phone calls over a five (5) business day period, and written notice; thereafter with five (5) business days to respond. If no response is received, applicant is removed from the waitlist. Applicants are responsible to notify City representatives of any address, phone, or necessary changes to waitlist application.
10. Upon slip offering, if applicant elects not to take the available slip, his/her name goes to the bottom of the waitlist.
11. Applicants are added to the waitlist in order of date application is received.
12. Upon annual waitlist update, no names may be added to the waitlist application.
13. A flat-rate pricing structure applies to all slips, independent of dimensions or location.

D. Vessel Condition and Maintenance

1. All boats berthed in the Marina shall be kept in a safe, operable, seaworthy, well maintained, and presentable condition (including but not limited to free from barnacle growth, mildew, torn upholstery, chipped paint, etc.). A vessel shall exhibit a physical appearance free of accumulation of mildew/algae, bird droppings or casual foreign objects so as not to appear neglected.
2. If a boat is observed in an unsafe condition, the owner(s) will be directed by the City to correct or remove the vessel from the Marina. Owner(s) agree to remove the boat upon notification by the City of an unsafe condition(s) and to be held responsible for any damage caused by the boat to marina docks, pilings and structures.

3. Vessels showing unusual leakage must be repaired or removed from the Marina. Should any vessel sink in the Marina, it shall be the responsibility of the owner and/or operator thereof to remove same from the Marina immediately upon notification and without cost or expense to the City. Should such a sunken vessel pose a threat of leaking fuel into the water, the City reserves the right to remove said vessel and to assess the owner and/or operator for said removal expenses and any other expenses incurred in said removal.
4. No major repairs shall be made upon any boat within the Marina. Routine maintenance and minor repairs necessary for the preservation and seaworthiness of the boat such as mechanical adjustment, minor painting, leak seals and rot prevention may be performed within the Marina. Such repairs are generally considered to be those which:
 - a. Do not disturb the public within and or those using the Marina.
 - b. Do not contribute to a disorderly or unsightly appearance during the process of repair or maintenance.
 - c. Are capable of accomplishment with hand tools or certain portable power tools normally carried aboard the vessel.
 - d. Are confined to the vessel.
 - e. Do not pollute or put wastes in Marina waters.
5. All vendors, contractors, and subcontractors performing work on a vessel within the Marina Boat Basin must have prior approval of the city. They will be required to have a valid occupational license and a current certificate of insurance on file with the City of Safety Harbor listing City of Safety Harbor as the additionally insured in the amount of \$1,000,000.00.

City of Safety Harbor

750 Main Street

Safety Harbor, FL 34695

6. During the period that the slip is vacant, the City shall have the right to use a transient dockage with no compensation to the permittee. The permittee will not allow any other vessels to be placed in that slip.

E. Transfer of Non-Commercial Vessels

1. Existing permittees may request to change from current permitted slip to a vacant slip. Requests must be submitted in writing and will be documented on the Request to Change Waitlist. Change requests will be granted prior to issuance of new permits.
2. Dock permits are non-transferable. Dock permits are personal to the individual, or entity identified in the issued dock permit, and cannot be sold, assigned,

transferred, inherited, or otherwise conveyed to any other person or entity without the prior written authorization of the City.

3. Should the holder of a docking permit decide to sell the boat named in the docking permit, he/she shall advise the City Manager or his/her agent, in writing of his/her intent to sell or otherwise convey such boat prior to consummation of the sale or conveyance. He/she shall further advise as to his/her intent to either retain the slip for another boat he/she intends to acquire or to relinquish any claim to further use of the slip at the time of the sale. If the seller elects to relinquish the slip, the slip will be retained by the City.
4. In the event the permit holder elects to relinquish the slip upon sale or conveyance of the boat, the new owner of said boat shall have a period of up to ten (10) days in which to remove the boat from the slip and shall pay a transient fee for that period of time not already paid for by the former boat owner. Required insurance must be maintained while boat is in marina dock slip.
5. The dock permit holder to whom the slip had been assigned shall have a period of **ninety (90)** days from the date of the conveyance within which to present satisfactory proof to the City that he/she has acquired another boat to be berthed in that said slip. Deviation beyond ninety (90) days must be approved in writing by the City Manager. The new boat must be of an appropriate size for the slip. Upon the purchase of the new boat, a new dock permit application must be completed. Should he/she fail to comply within the 90-day period, his/her docking permit will be revoked and the slip will be assigned to a person on the waiting list. During the 90-day period, the City will have the right to use the slip for transient dockage and the holder of the docking permit may not permit any other vessel not personally owned by him to be placed in the slip.

F. Code of Conduct

1. No refuse shall be thrown overboard. Garbage and trash shall be deposited in containers provided for that purpose. Discharge of sewage, oil, or any harmful product into the waters of the Boat Basin is strictly prohibited. Oil spills shall be reported to the City Manager or his/her agent immediately. Any spills should be reported to 911 immediately. Only biodegradable and non-toxic cleaners and soaps may be used on vessels while at the Marina Boat Basin. Boat owners are responsible for all cost incurred from any spill or environmental damage caused by their boat. Boat owners shall not store supplies, materials, or accessories upon, nor make any changes, alterations or additions to docks, catwalks, seawalls or other public property without written permission.
2. Swimming, diving, fishing and cast-netting is prohibited within the Marina Boat Basin.

3. Water and electricity are not to be wasted. Water siphons are not permitted except in an emergency. Hoses shall have automatic shutoff nozzle. Additional charges may be added to the monthly slip permit fee of any tenant using excessive amounts of electricity or water. Extension cords cannot be left lying along the dock. The city assumes no liability for electrical or water service interruptions or outages, nor for any loss, damage, or inconvenience therefrom. Access to utilities (water, electricity) and Marina amenities (vehicle parking, restrooms) are not guaranteed and may not be available at all times due to maintenance, events, weather, and natural disasters.
4. Disorder, depredations or indecorous conduct by a lessee or visitors will cause the immediate removal from the Marina Boat Basin of the vessel in question. Public intoxication, profanity, or abusive language directed at anyone will not be tolerated. The vessel of any lessee who causes or threatens harm to the person or property of any other lessee, City employee, or member of the public, will be subject to immediate removal from the Marina Boat Basin.
5. Boats within the Marina Boat Basin shall be operated at no wake, idle speed.
6. Vessels engaged in commercial activities berthed at City-owned facilities are subject to the rules and regulations regarding rental, occupancy and control of commercial slips, which may be amended from time to time by the City. Such vessels may be assigned only to spaces specifically designated for such activity.
7. All boat activities within the Marina Boat Basin shall be conducted in compliance with the current applicable U.S. Coast Guard Navigation Rules, the City of Safety Harbor ordinances, federal, and county and state laws and regulations. No person shall operate a boat in a careless manner or in disregard of the rights and safety of others. Everyone using the Marina Boat Basin shall be held liable for any property damage caused by the carelessness or negligence of boats within the Marina Boat Basin.
8. All dogs shall at all times be restrained and on adequate leashes (not greater than six (6) feet in length). Persons bringing such animals shall clean up after their animal. Violators shall be subject to fine. Per Ord. No. 89.13 sec. 16.04
9. Permittees will be provided with a gate access code at the start of their permit. Gates must always remain locked to ensure security.
10. A parking decal will be issued to each permittee for use in designated parking areas. Replacement decals are available for an additional fee of \$20 paid to the Recreation Department. The City reserves the right to regulate and restrict parking as needed for special events, construction, and other similar situations.
11. Permittees shall ensure that mooring lines are maintained in operable condition at all times. During hurricane season (June 1-November 30), vessels must be secured with double lines.

12. The city, in its sole discretion, reserves the right to reject any application based on false or misleading information, prior criminal conviction, incomplete or inaccurate application information, or any other similarly related cause.
13. The city reserves the right to terminate this agreement, with or without cause, in its sole discretion, and no permittee shall have the right to any continuance of this agreement. Upon agreement termination, permittee shall have ten (10) days to remove the vessel from Marina Boat Basin.

G. Violations

Failure to comply with these rules, policies, and procedures, or any other applicable City rule, code, or ordinance, will result in the immediate revocation of the dock permit and slip usage privileges and may subject the vessel to removal from the Marina Boat Basin.

H. Rules and Regulations

1. Waiver of any rules or failure to enforce regulations by the City shall only be valid if set forth in writing and signed by the City Manager and shall not be deemed to be a continuing waiver or consent to any further or future breaches of these rules, policies, and procedures.
2. These Rules, Policies and Procedures are supplemental to those established in the City's Code of Ordinances and docking permit.
3. These Rules, Policies, and Procedures take precedence over all former rules, policies, or procedure or any agreements or permits made or issued before these took effect.

Office Use Only

Slip # _____ Size _____ Docking / Parking Permit # _____



City of Safety Harbor
Marina Docking Permit

Date Received: _____

Permitted Year: _____

Individual/Entity Name: _____ Driver's License # _____

Address _____

E-Mail _____ Phone # _____

Proof of Residency included 1) Copy of Driver's License 2) Copy of Utility Bill

Vessel Name _____ Make/Model _____ Year _____

Type of Vessel FL Reg # _____ Documentation # _____ Expiration _____

Power

Sail

Insurance Co. _____ Policy # _____

Emergency Contact _____ Phone # _____

Emergency Contact _____ Phone # _____

Monthly dockage fee _____ Commencement date _____

The undersigned hereby makes application for a Docking Permit and for the above designated berthing accommodations for the vessel named herein. By his/her signature below, said applicant acknowledges having read, understood and agreed to abide by all conditions of this permit as printed hereon and by the Rules, Policies, and Procedures, and all applicable codes and ordinances, by reference, made a part of this permit, which may be amended from time to time by the City of Safety Harbor (City), governing occupancy of the space and use of the facility. By signature of its authorized official, the City approves issue of this permit subject to the terms and conditions referred to above.

Marina Docking Permit is valid from January 1- December 31 of each year.

1. CONDITIONS AND AUTHORITY

This permit is non-transferable and applies only to the above-named vessel, owner and/or operator, facility, and space. The City at its sole discretion reserves the right to discontinue furnishing these accommodations, to cancel this permit, and to change the permit rate for space by giving or mailing ten (10) days written notice to the owner or operator at the above address. The permittee will keep current registration with the State of Florida and notify the city of any changes to the information provided. The current Florida registration number or if applicable current United Coast Guard documentation shall be properly displayed upon the forward half of the vessel and the vehicle registration decal shall be displayed on the port side of the vessel pursuant to Florida Statutes. The city reserves the right to change permit fees per ordinance 26.03.

2. PAYMENT OF DOCKAGE FEES

- a) Dockage fees are due by the first day of each month and not later than the fifth day of the month. Dockage payments should be paid online at www.CityofSafetyHarbor.com or mailed to:

City of Safety Harbor
Attn: Marina
750 Main St.
Safety Harbor, FL 34695

- b) After the fifth(5th) business day of each month, late fees will be assessed in the amount of \$50 per billing cycle. Any return checks will be assessed \$30 for checks \$300 or less, \$40 for checks \$301 and up, or 5% whichever is greater. Returned checks will also assess a late fee if applicable.

3. FAILURE TO PAY PERMIT FEE, IMPOUNDMENT

- a.) In the event any person to whom a written docking permit has been issued fails to pay the appropriate dockage charges in the manner specified in the permit, the vessel named in the permit will, upon (10) days of written notice, the dock permit will be revoked and vessel will be removed from the Marina.
- b.) The City shall have a lien against the vessel named herein and its appurtenances for unpaid sums due for fees of space or other services, or damages caused to docks or other City-owned property, interest, and attorney's fees as provided herein.

4. INSURANCE REQUIREMENTS

All vessels moored in the Safety Harbor Marina must have liability insurance in the minimum amount of \$200,000 per occurrence (combined bodily injury and property damage). A certificate of insurance naming the City of Safety Harbor as additional insured must be provided before a docking permit can be issued. This policy cannot be canceled or the limits reduced without thirty (30) days written notice to the City, and the Certificate shall so state. The policy must remain in force for the duration of the permit agreement. Cancellation of the insurance coverage will result in cancellation of slip permit privileges.

8 Year Marina Boat Basin Estimated Expenses:

FY 26/27	\$37,980
FY 27/28	\$39,340
FY 28/29	\$386,300
FY 29/30	\$225,140
FY 30/31	\$93,750
FY 31/32	\$320,330
FY 32/33	\$46,970
FY 33/34	\$48,680
Total:	=\$1,198,490

**Projected CIP projects exclude insurance, restroom expenses, parkland improvements, portions of seawall located outside of boat basin, and portions of projects belonging to Waterfront or Veterans Memorial Park. All expenses rounded to the nearest \$10. 5% annual inflation calculated for operating and utility costs.*

FY 2027- FY 2032 Estimated Marina Expenses

Projected total marina expenses:	\$1,198,490
Projected average annual marina expense:	\$149,820
Projected annual expense per slip:	\$3,410
Projected monthly cost per slip (44):	\$290.00

Sample Estimate Slip Fee Rates as Indicated in Proposed Resolution

Calendar Year	
2027	\$270
2028	\$280
2029	\$290
2030	\$300
2031	\$310

**Resolution outlines standard price for all slips. Rates above reflect resident rates. Non-resident rates are 50% higher than residents. Non-residents placed after Resident Waitlist has been exhausted.*

16-Year Marina Boat Basin Estimated Expenses:

FY26/27-FY 33/34	\$1,198,490
FY 34/35	\$50,460
FY 35/36	\$52,310
FY 36/37	\$54,220
FY 37/38	\$56,210
FY 38/39	\$90,230
FY 39/40	\$362,230
FY 40/41	\$137,660
FY 41/42	\$518,720
Total:	=\$2,520,530

**Projected CIP projects exclude insurance, restroom expenses, parkland improvements, portions of seawall located outside of boat basin, and portions of projects belonging to Waterfront or Veterans Memorial Park. All expenses rounded to the nearest \$10. 5% annual inflation calculated for operating and utility costs.*

FY 2027- FY 2032 Estimated Marina Expenses

Projected total marina expenses:	\$2,520,530
Projected average annual marina expense:	\$157,540
Projected annual expense per slip:	\$3,590
Projected monthly cost per slip (44):	\$300

Sample Estimate Slip Fee Rates as Indicated in Proposed Resolution

Calendar Year	
2027	\$280
2028	\$290
2029	\$300
2030	\$310
2031	\$320

**Resolution outlines standard price for all slips. Rates above reflect resident rates. Non-resident rates are 50% higher than residents. Non-residents placed after Resident Waitlist has been exhausted.*

24 Year Marina Boat Basin Estimated Expenses:

FY 26/27- FY 41/42	\$2,520,530
FY 42/43	\$67,390
FY 43/44	\$87,390
FY 44/45	\$72,500
FY 45/46	\$75,210
FY 46/47	\$78,020
FY 47/48	80,950
FY 48/49	\$779,820
FY 49/50	\$2,732,000
Total:	=\$6,493,810

**Projected CIP projects exclude insurance, restroom expenses, parkland improvements, portions of seawall located outside of boat basin, and portions of projects belonging to Waterfront or Veterans Memorial Park. All expenses rounded to the nearest \$10. 5% annual inflation calculated for operating and utility costs.*

FY 2027- FY 2032 Estimated Marina Expenses

Projected total marina expenses:	\$6,493,810
Projected average annual marina expense:	\$270,580
Projected annual expense per slip:	\$6,150
Projected monthly cost per slip (44):	\$520

Sample Estimate Slip Fee Rates as Indicated in Proposed Resolution

Calendar Year	
2027	\$500
2028	\$510
2029	\$520
2030	\$530
2031	\$540

**Resolution outlines standard price for all slips. Rates above reflect resident rates. Non-resident rates are 50% higher than residents. Non-residents placed after Resident Waitlist has been exhausted.*