Calcutta Docks

Brief History

- 1985- Memorandum from then County Attorney to Environmental Planner stating people allowed to build docks on a first come first serve basis so long as they entered into a hold harmless agreement with the County.
- 1991- Agenda item brought to Board to have the first license agreement adopted with an annual fee of \$100.
- 1998- Board passed Resolution 1998-58 delegating authority to the Community Development Director to execute license agreements pertaining to the Calcutta docks.
- 2022- Board passed Resolution 2022-040 to increase the annual fee from \$100 to \$2,000 per year for any newly entered into license agreement and implemented a one-time dock license transfer fee of \$5,000. The Resolution further modified the license agreement adding additional requirements that will be broken down further in a future slide.
- 2024- Board instructed County Attorney's Office to fix issues with the License agreements, including maintenance.
- 2025- County Attorney's Office is bringing back its findings and research for the Board to make a recommendation on how they would like to proceed.

January 28, 2025



January 10, 2020



^{*} Note there is no dock 5 in this image.*

February 17, 2007



Note docks 2, 4, and 5 are missing in this image.

Property Appraiser 2005



Are the current license agreements terminable?

- o Yes, they are.
 - <u>Why</u>?
 - Because they are in fact a terminable lease agreement and not a license agreement pursuant to case law based on their exclusivity.
 - Every license agreement regardless of when they were entered into provides and exclusive right to use the dock and surrounding land area to the exclusion of the public. (many even have no trespassing signs)

Florida Constitution Article 7, Section 10

- A county shall not give lend or use its taxing power or credit to aid any corporation, association, partnership or person.
 - Is this an issue and is it fixable?
 - Yes, entering into a lease agreement that is allowed under Florida Statute Section 125.35 so that the revenue brought in by the new lease agreement can serve as the public benefit as revenue has been deemed by case law to be a valid public benefit.

How many docks are on the new license agreement from 2022?

- •4, they are dock numbers 1, 2, 6, and 20.
 - What is the annual fee for those docks?
 - •\$2,000/year

How many docks are on the old license agreement?

- •14
 - What is the annual fee for those docks?
 - \$100/year

Are there docks currently not on a license agreement?

• Yes, 2 docks currently do not have a license agreement with the County, they are number 9 and number 16.

Is there currently a fee for the waiting list?

- •No
- Who maintains the waiting list?
 - The County Attorney's Office.

Facts about all currently in place dock agreements:

- All the current license agreements state that the County has the right to make annual inspections.
- All the current license agreements give 30 days to fix any deterioration or nonconformities with the code.
- All the current license agreements have height limits of 14 feet due to bulkhead.
- All the current license agreements have language stating they terminate upon sale of the property and require execution of a new license agreement, therefor the agreements are <u>NOT</u> a transferrable right.
- All contain language about new owner's ability to enter into a similar license agreement with the County within 90-day of purchase of property that already has a license agreement with the County, and that should the 90-day period not be met then the dock and all improvements will become property of the County.

Changes Approved in 2022	Current Changes Proposed for Approval
May 2022 Board voted to increase annual license fee to \$2,000 per year for new license agreements and a one-time \$5,000 dock license transfer fee.	The fee for all dock lease agreements be the same, changing all dock annual lease amounts to \$2,000 and waving the \$5,000 one-time transfer fee as there will be no transfer in ownership this time around. Keeping \$5,000 one-time transfer for when there is a transfer in ownership.

Changes Approved in 2022	Current Changes Proposed for Approval
May 2022 Board voted to implement a new policy of docks reverting to County then that dock will go to the next person on the waiting list.	

Changes Approved in 2022

May 2022 Board voted to add the following requirements to the license agreement:

- Docks falling into disrepair not fixed within the allotted time shall be removed by County and the property leaned
- 3rd party inspection on a 5-year basis with report submitted to the County for review.
- Termination of agreement for unpermitted work on the dock that would have required a permit.
- Extended the annual inspections by the County include after storm events or in response to complaints submitted to the County by 3rd parties.

Current Changes Proposed for Approval

- Clarifying that the annual inspections will occur by the Building Department
- Adding building department fee for annual inspection of \$75.
- Adding review fee of \$50 for Building Department review of 3rd party inspection reports.
- Changing the repair timeframe to 60 days instead of the current 30 days when there is a violation/disrepair discovered.
- Setting a cap to one dock lease agreement per property owner.

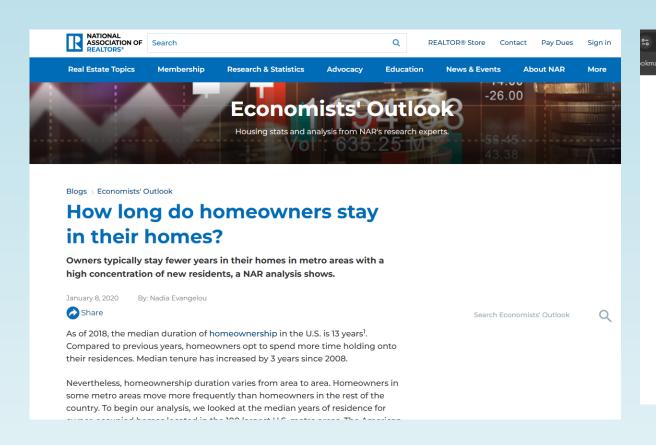
Changes Approved in 2022

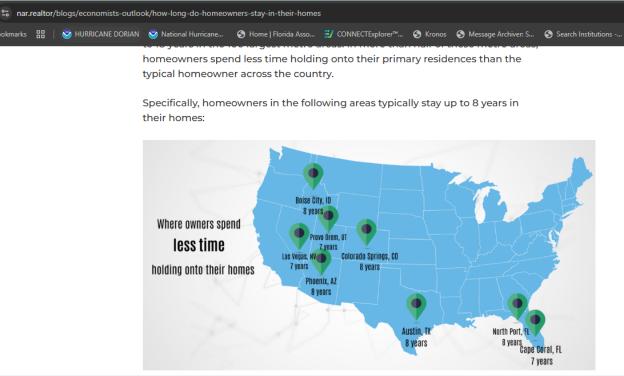
- Prior approval required by the County for installation of electricity to a dock. (changed in new)
- Prior approval required by the County for installation of any water or irrigation service and connection to the dock. (changed in new)
- Created a maximum length of any boat to 24 feet including engines.
- Added provision in the license agreement requiring licensee to apply for a permit within 60 days of entering into a license agreement to either repair or demolish and rebuild the dock. Then requires all work to be completed within 120 days from issuance of the permit.

Current Changes Proposed for Approval

- Requiring Tenants to maintain dock post numbers denoting docks address in good orderly condition, failure to do so will allow the County to repair the sign and charge the Tenant for the cost.
- Installation of electricity and water or irrigation service to the dock need to be permitted. (changed from prior approval)
- Setting an express term of the lease agreement. (5-7 years) with possible renewability.
- Terminating option of new owner of property to enter into a license agreement with the County.
- Placing all terminated lease agreements back on the list for the next person on the dock waiting list.

Why suggest 5–7-year term?





Are there Other Marinas Locally?

• Yes, there are several.

Loggerhead Marina Vero Beach

- 161 wet slips overall
- Up to 120 feet vessel length allowed
- Annual contract for a smaller slip for up to 30-foot vessel is priced at \$880/month plus taxes and utilities. Totaling \$10,560/year before taxes and utilities.
- The tenants have access to the captain's lounge 24 hours a day. There are men's and women's restrooms with showers available. There is a pool and a coin laundry available.







SECTION I- WET SLIP, DRY STORAGE & MOORING RATES

A. Transient Slips:

- Daily: \$2.50 per ft. per day
- Weekly: \$2.00 per ft. per day (7-night minimum)
- Monthly: \$18.00 per ft. per month (1 month minimum)
- **Seasonal:** \$17.00 per ft. per month (6-month minimum Nov-Apr) (4-month minimum May-Oct)

Vessels over 100 feet LOA:

\$4.50 per ft. per day, plus appropriate daily rate for Towed Tender is applicable.

Dockage Cancellation Fee:

If Reservation is not canceled within the following time frames, ahead of the reservation arrival date, the dockage fee for that reservation shall be assessed accordingly at the daily rate:

- Daily: (24) Twenty-four hours notice I one day assessed
- Weekly: (48) Foliy-eight hours notice I two days assessed
- Monthly: (7) Seven days notice / four days assessed
- Seasonal: (14) Fourteen days notice/ seven days assessed

A charge of \$5.00 per day shall apply for vehicles parked overnight in Marina parking spaces before the arrival of a transient vessel or remaining the day(s) after the

- Monthly rental would be \$432/Month based on a 24-foot vessel.
- Seasonal would be \$408 a month based on a 24-foot vessel. (there is a 6 month and 4 month minimum depending on the months)

B. Long-term Slips (Annual):

• \$15.00 per ft. per month. Vessels over 100 ft. \$35.00 per ft. per month.

Tenders:

 Tenders that are not stored onboard and are typically towed by the parent vessel shall be charged at the appropriate rate for their overall length for the same term as the parent vessel. Tenders for annual tenants shall be placed in their own separate slips and not moored on the hip of the parent vessel.

C. Liveaboard Slips:

• \$100.00 per vessel per month in addition to per ft. rate (maximum 20 Liveaboards).

Any liveaboard vessel that is absent from its assigned berth for a full calendar month may have the liveaboard fee waived for that period. The named vessel must be absent from its assigned slip for the full calendar month for this waiver to apply.

D. Dry Storage:

- Annual \$325.00 per month
- Transient \$365.00 per month
- Jet Ski \$125.00 per month
- Forklift: Haul & Launch: \$150.00 includes one day on a work rack. \$50.00 per day for any additional days.

• Annual slip rental for a 24-foot vessel comes out to \$360/month or \$4,320/year.

SECTION III- WAITING LIST FEE

A \$50.00 per year waiting list fee shall be charged to any applicant requesting to have their name placed on the waiting list. The fee is to be charged for each year that the applicant wants to keep their name on the waiting list. Only in the year that the applicant's name is selected for an available slip will that year's \$50.00 fee be applied towards the first month's dockage (for Annual Dockage only).

SECTION IV -LATE PAYMENT PENALTY; RETURNED CHECKS

Except as otherwise provided, all fees and charges are due and payable on the first day of each calendar month. Fees and charges not paid by the 10th day of the month due shall be increased by a \$25.00 penalty charge. Checks returned unpaid shall be subject to returned check fees as provided by Florida law. Late payment due to a returned check also incurs the late payment penalty.

SECTION V - FEES & CHARGES EXCLUDE APPLICABLE TAXES

All fees and charges are exclusive of applicable taxes.

- The County does not currently have a waiting list fee.
- The City charges \$50/year for the name of the individual to be placed on the waiting list for annual dockage only, that amount is applied toward their annual dock fee only in the year they get the dock.
- County does not currently have late fees or bad check fees associated with the docks. City does.
- Both County and City have the dock lessee pay taxes.

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- County should consider adding proof of ownership when a dock is being leased out to a lessee. There is currently no method to prove that the boat at the dock is owned by the person who is on the license agreement.
- County should consider requesting proof of insurance and recent photos for the vessel.
- County already seeks to be added to an insurance policy as an additional insured, similarly to the City.

Marinas are NOT the same as a small private boat slip!

Dockshare!



ABOUT

AOs

OUR PARTNERS

ONTACTUS



List Your Dock

Find a Dock

How It Works

LIST YOUR DOCK WITH US

GET STARTED

RENTING OUT YOUR DOCK: HOW IT WORKS

If you want to rent out your dock or boat slip that you're not using, it's time to list it on Dockshare and start making some passive income.

Best of all, it's free to list!

Top 3 things you need to know when you want to rent out your dock:

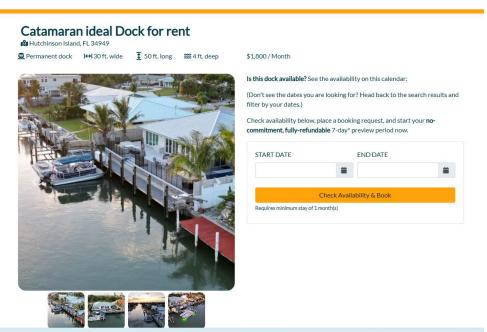
- 1. We provide peace of mind with secure payment processing, enhanced guest screening, and property damage protection.
- 2. All payments go through our secure platform and Dockshare retains 10% of earnings. Payouts occur 24 hours prior to the first day of the
- 3. You set all the rules! What will you charge? Allow liveaboards? Is parking available? Can people bring pets? It's all on your terms!

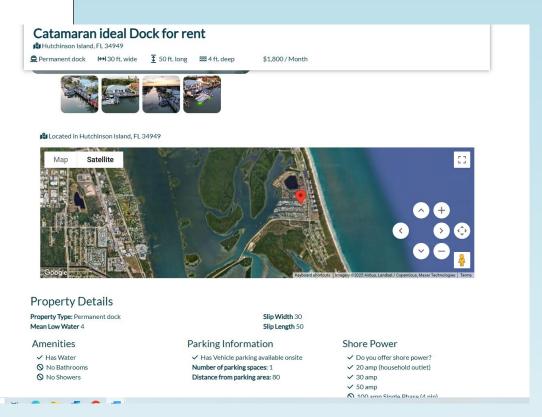
Learn more about How It Works, schedule an orientation call with a team member, or start your listing now!

Dockshare

How It Works List Your Dock Find a Dock FAQs Blog Contact Us Login







Dockshare



How It Works List Your Dock Find a Dock FAQs Blog Contact Us Login

Boat Dock at Grant Florida

IS Grant-Valkaria, FL 32949

Permanent dock I↔I 4 ft. wide \$\overline{\Display}\$ 70 ft. long \$\equiv 10 ft. deep

\$50/Day \$280/Week \$900/Month

Is this dock available? See the availability on this calendar:

(Don't see the dates you are looking for? Head back to the search re filter by your dates.)

Check availability below, place a booking request, and start your no commitment, fully-refundable 7-day* preview period now.



Boat Dock at Grant Florida

Grant-Valkaria, FL 32949

Permanent dock I↔I 4 ft. wide \$\overline{1}{2}\$ 70 ft. long \$\equiv 10\$ ft. deep

\$50/Day \$280/Week \$900/Month

National Located in Grant-Valkaria, FL 32949



Property Details

Property Type: Permanent dock

Mean Low Water 10

Amenities

- No Water
- ✓ Has 120 volt electric
- No 240 volt electric
- No Bathrooms
- No Showers

Parking Information

✓ Has Vehicle parking available onsite

Slip Width 4

Slip Length 70

Number of parking spaces: 3 Distance from parking area: 10

Property Rules

- O Does Not Allow liveaboards
- O Does Not Allow pets
- O Does Not Allow smoking

About this Property

Located on the Indian River, easy access to the ocean and , back to island, a very quiet and peaceful boat dock.



Dockshare



How It Works List Your Dock Find a Dock FAQs Blog Contact Us Login

River House Dock

Grant-Valkaria, FL 32949



\$30/Day \$150/Week \$450/Month

Is this dock available? See the availability on this calendar:

(Don't see the dates you are looking for? Head back to the s filter by your dates.)

Check availability below, place a booking request, and start commitment, fully-refundable 7-day* preview period now.



River House Dock

I Grant-Valkaria, FL 32949













Located in Grant-Valkaria, FL 32949



Property Details

Property Type: Permanent dock
Mean Low Water 3

Amenities

- ✓ Has Water
- ✓ Has 120 volt electric
- ✓ Has 240 volt electric

Slip Width 11 Slip Length 30

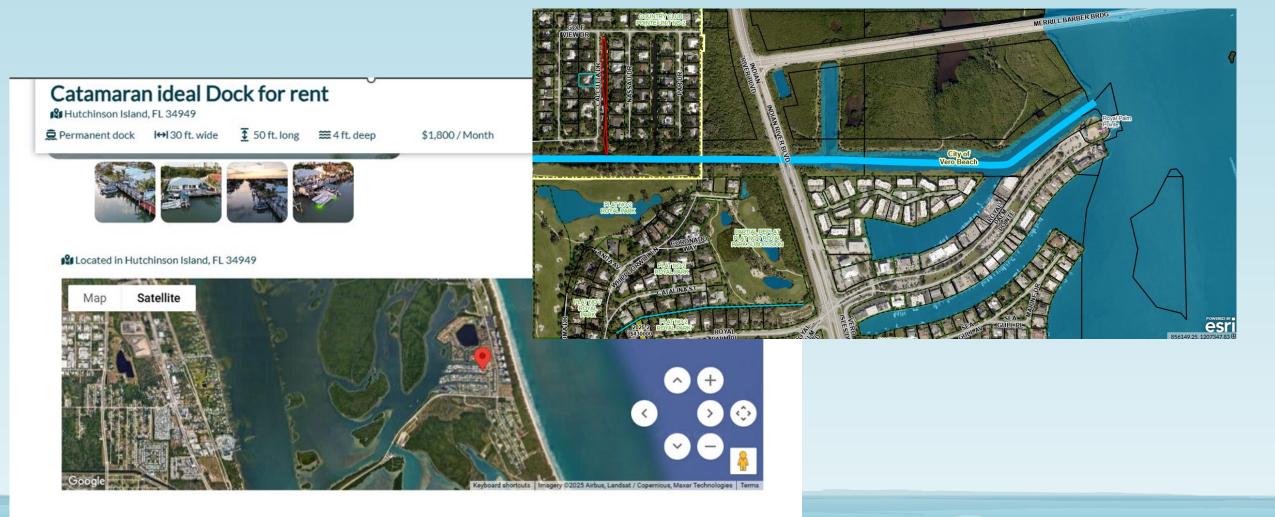
Parking Information

- ✓ Has Vehicle parking available onsite
- Number of parking spaces: 6 Distance from parking area: 10

Property Rules

- O Does Not Allow liveaboards
- ✓ Does Allow pets
- ✓ Does Allow smoking

But those are all on the main river!

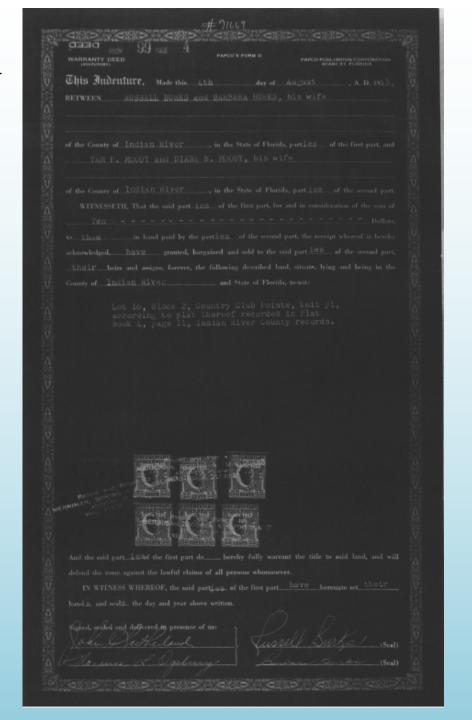


Moving forward:

- 1. Does the Board want to move forward with terminating the old license agreements as they come due and offer the new lease agreement upon notice of termination of the old license agreement?
- 2. Does the Board accept the new proposed lease agreement, or are there changes? What are they?
- 3. Does the Board accept the proposed Resolution, or are there changes?
- 4. When there is a breach of the agreement does the Board want to delegate the authority to terminate the dock lease agreements to a department head or would the Board like to keep that authority?

Original Deed for Dock 1 property

All deeds have been provided in Backup

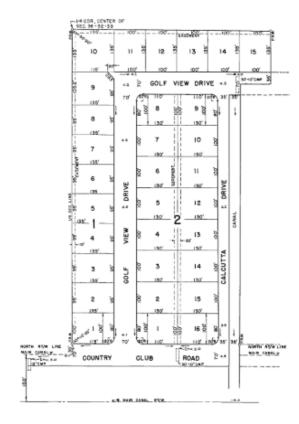


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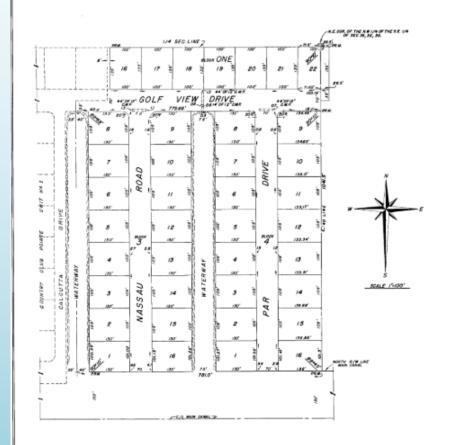
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PLATBOOK 4 PAGE 60 DOCKET Nº 79120

COUNTRY CLUB POINTE

"UNIT Nº 2 "

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R.D.CARTER ENGINEERING FIRM INC. ENGINEERS & SURVEYORS VERD BEACH, FLORIDA

What it would have looked like prior to the road dedication to the County.

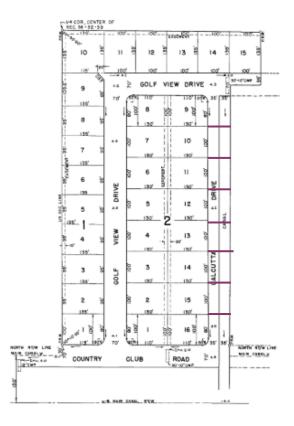
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"COUNTRY CLUB POINTE"

UNIT NO. I

BEING A SUBDIVISION OF THE WEST 535 FT. AND THE EAST 100 FT. OF THE NORTH 170 FT. OF THE WEST 635 FT. OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 (LESS THE SOUTH 300 FT. OF THE NORTH 1/2 OF THE SOUTH EAST 1/4) IN SEC. 36, TWP. 32 SOUTH, RGE. 39 EAST INDIAN RIVER COUNTY, FLORIDA.





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