

FILE 2835 – April 24, 2026

CONFLICT OF INTEREST; VOTING CONFLICTS

**MEMBER OF CITY BIGHT MANAGEMENT DISTRICT BOARD
OWNING A BUSINESS THAT LEASES A SLIP AT THE BIGHT**

To: *Mr. Arnaud Girard (Monroe County)*

SUMMARY:

A prohibited conflict of interest would not be created under Section 112.313(7)(a), Florida Statutes, were a member of a municipal bight management district board to own a business leasing a slip at the bight. The lease agreement for the slip is not with the board, but with a separate agency, and Section 112.313(7)(b), Florida Statutes, "waives" any further conflict under Section 112.313(7)(a), given that the member is serving in a position designated for one in his professional discipline. Nor does Section 112.3143, Florida Statutes, prohibit the board member from participating in, or voting on, matters affecting a discount on land at the marina that is leased from the State, as any gain or loss to the board member or his business would be remote and speculative. Referenced are CEO 25-7, CEO 25-6, CEO 23-4, CEO 23-2, CEO 22-5, CEO 21-4, CEO 20-8, CEO 20-7, CEO 19-22, CEO 18-14, CEO 18-4, CEO 17-1, CEO 16-9, CEO 16-2, CEO 14-3, CEO 12-9, CEO 11-6, CEO 10-24, CEO 09-1, CEO 04-1, CEO 01-16, CEO 97-15, and CEO 96-19.

QUESTION 1:

Would a prohibited conflict of interest exist under Section 112.313(7)(a), Florida Statutes, when an appointed member of a municipal bight management district board owns a business leasing a slip at the bight marina?

Under the circumstances presented, Question 1 is answered in the negative.

In your letter of inquiry and additional information provided to our staff, you state you currently serve as a member of the Bight Management District Board for the City of Key West (the Board),¹ a position to which a City Commissioner appointed you in October 2024. You ask whether any prohibited conflicts of interest are presented by your company leasing a slip at a marina that the Board manages. To better understand the context of your inquiry, the following discussion is provided about the Board's role and responsibilities.

You indicate the Board assists in managing the two distinct properties within the Key West Bight: (1) approximately 8.8 acres of City-owned commercial property, which houses shops, restaurants, bars, and museums; and (2) adjacent submerged bay bottom land that the City leases from the State and operates as a marina. You state there are approximately 188 slips at the marina, with 60 of those slips designated for commercial use and the remaining set aside for rental on a more temporary basis. Your company currently leases one of the 60 commercial slips. You relate that most of the Board's decisions concern the 8.8 acres of commercial property—also known as the "upland" property—and that the commercial property brings in the majority of the Bight's revenue.

Despite the Board's duties largely focusing on the "upland" property, the City's Code of Ordinances does set aside several responsibilities for the Board regarding the marina. For instance, the City Code authorizes the Board to:

- Approve lease terms negotiated between marina tenants and the Bight Manager (Sections 2-546 – Definitions and 2-554(a)(6) – Powers and duties; responsibility of city);

¹ Miriam-Webster's Dictionary defines "bight" as a "bend in a coast forming an open bay."

- Approve rental amounts for marina leases as recommended by the Bight Manager (Section 2-546 – Definitions and Section 2-554(a)(6) – Powers and duties; responsibility of city);
- Facilitate and approve all permit applications needed to redevelop and expand the marina (Section 2-554(a)(2) – Powers and duties; responsibility of city);
- Apply to the State to renew bay bottom lease rights for the land underneath the marina (Section 2-554(a)(3) – Powers and duties; responsibility of city); and
- Review and make final determinations of all conflicts between marina tenants and the Bight Manager (Section 2-554(a)(7) – Powers and duties; responsibility of city).

While these ordinances appear to grant the Board a certain degree of autonomy in managing the marina and its tenants, you indicate that, in practice, the Board largely functions in an advisory capacity, even on matters over which it has been given authority. For instance, you relate it is actually the City Manager who oversees the day-to-day operations of the Bight properties, and that the City Manager alone hires the Bight Manager, who directly interfaces with marina tenants.² You also state that while the ordinances allow the Board to set lease terms and rental amounts for marina tenants, the Board, in practice, simply makes recommendations on such matters to the City's Community Redevelopment Agency (CRA),³ which has final approval.

The lease agreements themselves, from what you indicate, are on a standard template approved by the CRA, and are between the marina tenants and the CRA, not the Board. You emphasize the Board is not involved in approving individual leases and has no authority on its own

² This is reflected in Section 2-554(d) of the City's Code of Ordinances, which states "[t]he city by and through its city manager shall have day-to-day responsibility for the operation of the Key West Bight[,] and that the City Manager shall hire, supervise, and terminate the Bight Manager, and set the Bight Manager's duties.

³ The full name of the CRA is the "Caroline Street Corridor and Bahama Village Community Redevelopment Agency." Publicly available information shows that the Key West City Commission sits as the CRA. See <https://www.cityofkeywest-fl.gov/649/Community-Redevelopment-Agency-CRA>.

to change the CRA-approved template. On those rare occasions when changes need to be made to the standard lease agreement, such as a rate adjustment, the Board makes recommendations subject to the CRA's final approval.⁴ In short, while the Board technically has authority on certain matters related to the marina, as indicated in the City ordinances, many of its decisions require the involvement and approval of other City officers and boards.

This background provides a useful framework to understand your personal involvement with the marina. You indicate you are the sole owner and a paid employee of Key West Marine Assistance LLC, which began leasing one of the marina's commercial slips in 2014. You relate the lease was the standard dockage agreement approved by the CRA—there were no special or unique terms—and the only parties to the agreement were the CRA and your business, which remain the only parties to this day.⁵ Annual rental increases are built into the language of the lease, which automatically renews on a month-to-month basis. You indicate the Board was not involved in initially approving the agreement or in approving any of your business's subsequent renewals, as the Bight Manager has handled such renewals. Yet you indicate the Board is aware of your business's lease at the marina, as you disclosed it in your application prior to being appointed to the Board.

You relate that having the lease at the marina is critical to the success of your business, which is an offshore emergency marine salvage service. You state the marina is "uniquely positioned" as it provides immediate access to deep water with no speed restrictions, which is

⁴ From what you indicate, the lease terms for commercial marina tenants have been changed only three times since 2012, and, on each occasion, the Board has only made recommendations to the CRA.

⁵ The lease agreement, which you provide in your materials, emphasizes the CRA's involvement, stating your business agrees to be subject to the marina's rules and regulations as established by the CRA, that the CRA reserves the right to conduct dock inspections, and that all emergencies involving dockage "will be handled at the CRA's discretion."

essential for the business's fast-response salvage boat when offshore vessels are in distress. You also indicate the marina is singular in another respect as the other nearby marinas, all of which are privately operated, do not offer any commercial slips.

The fact that you operate a marine salvage business is also relevant to your service on the Board. Section 2-549 of the Code of Ordinances states the Board shall consist of seven members, each appointed by a different City Commissioner, and that:

[t]he City Commission shall attempt to ensure that at least one person with a demonstrated interest in community service from each of the following disciplines shall be represented on the board: legal, banking, historic preservation, maritime, real estate, Chamber of Commerce.

(emphasis added).⁶ You indicate you currently serve as the Board's designated member from the "maritime" discipline.

Considering these facts, we now address whether your business's lease at the marina creates a prohibited conflict of interest with your continued service on the Board. The statute relevant to your inquiry is Section 112.313(7)(a), Florida Statutes, which provides:

CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATINSHIP.--No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he is an officer or employee . . . ; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

⁶ The ordinance states the seventh and final member of the Board shall be an individual nominated by the Key West Bight Preservation Association and approved by a designated City Commissioner.

There are two prohibitions in Section 112.313(7)(a). The first prohibits a public officer,⁷ such as a Board member, from being employed by or having a contractual relationship with a business entity that either is being regulated by his or her agency or is doing business with his or her agency. Here, you clearly have employment or a contractual relationship with your marine salvage business. However, there is no indication that the Board (i.e., your "agency") regulates your business. See CEO 18-4 (finding a public agency must control a business's operations or modes of doing business for "regulation" to exist). Nor does it appear the Board is doing business with it. While a lease can constitute "doing business" for purposes of the statute, your business's marina lease is not with the Board, but with the CRA, which is an entirely separate agency. See § 112.312(2), Fla. Stat. (finding the term "agency" can mean individual units of government within a political subdivision); see also CEO 23-4 (finding "agency" to be the lowest unit of government to which one's influence extends); CEO 11-6 and CEO 01-16 (both opinions finding a municipal officer's "agency" to be his or her specific municipal board). Because your company is not being regulated by or doing business with the Board, the first part of the statute does not apply.

The second part of Section 112.313(7)(a) prohibits a public officer from having an employment or contractual relationship that will create a continuing or frequently recurring conflict of interest or would create an impediment to the full and faithful discharge of his or her public duties. This portion of the statute is entirely preventative in nature and is concerned with what might happen. See CEO 21-4. It requires examining the public officer's duties and his or private employment or contractual relationships "to determine whether the two are compatible, separate and distinct or whether they coincide to create a situation which tempts dishonor." Zerweck v. State

⁷ The term "public officer" means "any person elected or appointed to hold office in any agency,

Commission on Ethics, 409 So. 2d 57, 61 (Fla. 4th DCA 1982) (internal quotations omitted). If there is even the potential that a private employment or contractual relationship could compromise one's public duties, that is all that is needed to create a conflict under the second part of the statute. See CEO 20-8, Question 4. We have repeatedly opined that even a single potential conflict may give rise to a violation, as the statutory language concerns not just continuing or frequently recurring conflicts, but any instance that could impede the full and faithful performance of a public officer's duties. See CEO 25-6, Question 1, and CEO 20-8, Question 1.

Here, the municipal ordinances that you provide indicate the Board is authorized to approve lease terms and rental rates for marina tenants, issue various permits to redevelop and expand the marina, and make final determinations on disagreements between the Bight Manager and marina tenants. In other words, it appears the Board has the authority to become involved in—and make decisions concerning—issues affecting marina tenants, such as your marine salvage business. For this reason, at first blush, it seems that you have an employment or contractual relationship that could, at the very least, create a temptation to dishonor your public position on the Board. Therefore, absent the applicability of an exemption, there would be a prohibited conflict of interest here under the second part of Section 112.313(7)(a).⁸

In your inquiry, you identify several different exemptions and ask whether any might negate this conflict. For instance, you emphasize the Board, in practice, functions almost entirely in an advisory capacity, passing along its recommendations to the CRA. Section 112.313(12), Florida

including any person serving on an advisory body." See § 112.313(1), Fla. Stat.

⁸ Nor will abstaining from votes affecting your business negate the conflict under Section 112.313(7)(a), as the voting conflict statute (Section 112.3143, Florida Statutes) operates independently. See CEO 23-2, n. 10 and CEO 12-9.

Statutes,⁹ does provide for a waiver of conflicts under both parts of Section 112.313(7)(a) when the public officer in question is serving on an advisory board. See CEO 16-9, Question 1, and CEO 16-2, Question 2. However, for the advisory board exemption to apply, the board's attributes and operations must be wholly advisory. See CEO 10-24, Question 2 and CEO 96-19. Here, the municipal ordinances quoted above clearly give the Board authority to make final determinations in matters such as approving lease terms and rental rates. Even if the Board, in practice, has been relegated to making recommendations on these matters to the CRA, we cannot overlook that the Board has that authority and may, at some point, fully exercise its decision-making in those regards. Moreover, the ordinances also give the Board authority to perform certain tasks, such as applying to the State to renew lease rights on the marina's bay bottom land, and provide it with final authority to settle disputes between the Bight Manager and tenants. While disputes may rarely arise, you acknowledge there have been at least two matters within the past year where such disagreements came before the Board. For these reasons, we do not find it appropriate here to apply the exemption in Section 112.313(12), which is reserved for wholly advisory bodies.

You also emphasize your company began leasing a slip at the marina nearly ten years before

⁹ Section 112.313(12), Florida Statutes, states, in pertinent part:

The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person.

you were appointed to the Board, and claim that any conflicts under Section 112.313(7)(a) should be considered "grandfathered." In certain circumstances, the Commission has applied Section 112.316, Florida Statutes,¹⁰ to "grandfather" certain contracts from creating a prohibited conflict under the first part of Section 112.313(7)(a). See CEO 25-7, Question 1. However, we consistently have found this "grandfathering" exemption applies only to the first part of Section 112.313(7)(a), not the second part, which is the portion of the statute that presents a facial conflict for you. See CEO 22-5, CEO 09-1, and CEO 97-15. This is because Section 112.316, by its very language, applies only when there is no possibility that a private pursuit will interfere with the full and faithful discharge of a public officer's duties, but the second part of Section 112.313(7)(a) addresses situations where there is the possibility of such interference. Therefore, Section 112.316 may not be used to alleviate a conflict under that part of the statute.

You also assert any prohibited conflict under Section 112.313(7)(a) can be exempted under the "sole source of supply" consideration found in Section 112.313(12)(e), Florida Statutes. As support, you claim your business is the last marine salvor in Key West operating under a license from an admiralty court. While this may be true, the exemption in Section 112.313(12)(e) applies only when a public officer's agency needs a particular good, realty, or service, and his or her business is the "only source of supply within the political subdivision[.]" Because there is no

¹⁰ Section 112.316, Florida Statutes, states:

It is not the intent of this part, nor shall it be construed, to prevent any officer or employee of a state agency or county, city, or other political subdivision of the state or any legislator or legislative employee from accepting other employment or following any pursuit which does not interfere with the full and faithful discharge by such officer, employee, legislator, or legislative employee of his or her duties to the state or the county, city, or other political

indication here that your company is selling anything to the Board, this exemption is not applicable.

While the foregoing exemptions do not apply, your unique facts require the analysis of an additional exemption found in Section 112.313(7)(b), Florida Statutes. This exemption pertains to conflicts under Section 112.313(7)(a) and states:

This subsection shall not prohibit a public officer or employee from practicing in a particular profession or occupation when such practice by person holding such public office or employment is required or permitted by law or ordinance.

We have applied Section 112.313(7)(b) to waive conflicts under Section 112.313(7)(a) when a law or ordinance recognizes "that certain credentials are so vital to the expertise and operation of a public board that the otherwise conflicting business/client connections of certain members must yield to the public purpose of a portion of the board's membership possessing such professional training and practice." CEO 04-1, Question 1, and see CEO 20-7 and CEO 19-22. The exemption in Section 112.313(7)(b) is applicable when a conflict under Section 112.313(7)(a) stems from a board member practicing in a particular profession or possessing certain professional criteria, but a law or ordinance permits the board member to come from that particular profession (see CEO 20-7, Question 3) or makes that professional criteria a prerequisite for board service (See CEO 11-6, n.4). If an exemption is applicable under Section 112.313(7)(b), it applies to conflicts under both the first and second parts of Section 112.313(7)(a). See CEO 17-1 and CEO 04-1, n.5.

Here, as previously noted, City Ordinance Section 2-549 states the City Commission "shall attempt to ensure that at least one person" from certain professional disciplines is represented on the Board. The ordinance then lists various professional disciplines that should be represented, including "maritime," which is the position in which you serve. This Ordinance demonstrates an

subdivision of the state involved.

intent to have an individual involved in the maritime industry represented on the Board, despite the conflicts of interest that such service might present. Because you occupy that position, we find Section 112.313(7)(b) applies to negate any conflict presented under the second part of Section 112.313(7)(a). This is the exact scenario in which Section 112.313(7)(b) was intended to apply, as the conflict under Section 112.313(7)(a) is directly related to the criteria uniquely positioning you for Board service. Were this exemption not to apply, your service on the Board effectively would prohibit you from continuing in your business, at least in the way in which it currently operates. From what you indicate, your business responds to maritime emergencies, which makes its marina lease critical as the marina offers the most immediate access to deep water, has no speed restrictions, and no nearby marinas offer commercial slips. In situations such as this, Section 112.313(7)(b) was designed to negate exactly the kinds of conflicts presented under Section 112.313(7)(a).

In the past, we have applied Section 112.313(7)(b) in similar circumstances. For instance, in *In re George Tapper*, Complaint No. 79-008, the respondent was the chairman of a port authority while simultaneously owning and managing a company being regulated by the port authority. Despite the conflict presented under Section 112.313(7)(a), we applied Section 112.313(7)(b) and found no violation, noting that the special act creating the port authority allowed for two commissioners to be primarily engaged in the maritime business, and the commissioner in question was occupying one of those designated positions. See Taunton v. Tapper, 396 So. 2d 843, 844 (Fla. 1st DCA 1981) (explaining the background of Complaint No. 79-008 before analyzing an attorney's fees dispute related to the case). The facts in your inquiry are nearly identical, as you are serving in a position permitted by ordinance to be occupied by someone in the maritime industry.

Also pertinent is CEO 20-7, where members of a municipal task force were required to review a particular zoning ordinance. Two members of the task force were required by resolution to have "experience in the practice of land use law and/or real estate development law." Given this criteria, we found that attorneys practicing land use law or real estate development law could serve in those seats without violating Section 112.313(7)(a), as Section 112.313(7)(b) could be used to negate any conflict arising from their legal practice. Similarly, here, Section 112.313(7)(b) applies as you are serving on the Board due to an ordinance permitting someone with experience in the maritime industry, such as yourself, to occupy a position.

Drawing this analysis to a close, we find that the exemption in Section 112.313(7)(b) waives any conflict that you have under the second part of Section 112.313(7)(a), given that you are occupying a position on the Board specifically designated for someone coming from your professional discipline. That being said, if the maritime designation is ever assigned to another Board member, you will lose the exemption offered by Section 112.313(7)(b) and should contact the Commission for further guidance.¹¹

Question 1 is answered accordingly.

QUESTION 2:

Would a voting conflict occur were an appointed member of a municipal bight management district board, who owns a business leasing a slip at the bight marina, to discuss and vote on matters concerning whether the municipality should continue

¹¹ Please note that Section 112.313(7)(b) only negates the conflict presented by your Board service under Section 112.313(7)(a). As will be discussed in Question 2, below, you still must comply with the requirements of the voting conflict law (Section 112.3143) and respond accordingly if a vote comes before the Board financially affecting yourself or your business,

receiving a discount on marina land being leased from the State?

Question 2 is answered in the negative.

You also inquire whether you will have a conflict of interest were you to discuss and/or vote on matters concerning the bay bottom land being leased from the State. You relate that, currently, the City leases the bay bottom land comprising the marina from the Internal Improvement Trust Fund. The Florida Department of Environmental Protection (DEP) administers and enforces the terms of the lease. You relate the City has been receiving a 30% discount on its rental of the bay bottom land in exchange for meeting certain conditions regarding the use of slips at the marina. You inquire whether you will have a conflict if you, as a Board member, were to either discuss the City's eligibility for that discount or propose remedial action if it is determined that the City is not meeting the required conditions.¹² Your question stems from the possibility that losing the discount may affect the rates for marina leases, including the commercial lease held by your business

Without commenting on whether the City is meeting its eligibility requirements for the discount—which would depend on facts not relevant to this analysis—we offer the following discussion concerning whether this scenario presents a conflict of interest for you. The statute relevant to your inquiry is Section 112.3143, Florida Statutes, the voting conflicts law, which has standards of conduct regarding when an appointed local officer, such as yourself, may participate in a discussion and/or vote on a particular measure. These provisions state:

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her

unless an exception to the voting conflict law applies.

¹² You indicate one possible remedial action would be to request that the City Manager work with DEP to ensure that the City is complying with the terms of its lease.

special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than as agency as defined in s. 112.312(2); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer. Such public officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes. [Section 112.3143(3)(a), Florida Statutes]

No appointed public officer shall participate in any matter which would inure to the officer's special private gain or loss; which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained; or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer, without first disclosing the nature of this or her interest in the matter. [Section 112.3143(4), Florida Statutes]

These statutory provisions indicate you will have a voting conflict—and, therefore, should not participate or vote—on any measure that will inure to "the special private gain or loss" of yourself or a principal by whom you are retained. Section 112.3143(1)(d), Florida Statutes, defines "special private gain or loss" as "an economic benefit or harm." But according to that statutory definition, one consideration when evaluating whether such a gain or loss exists is "[t]he degree to which there is uncertainty at the time of the vote as to whether there would be any economic benefit or harm to the public officer, [or his or her] principal." The Commission, therefore, has found that no special private gain or loss exists in situations where the financial gain or loss to the public officer, or another party enumerated in the statute, is remote and speculative. See CEO 18-14 and CEO 14-3.

Here, it is possible that if the City loses the discount on its lease with the State, it could raise the rates for marina tenants, such as your marine salvage service (i.e., your "principal"). However, this possibility is too uncertain to support a violation of Sections 112.3143(3) or 112.3143(4). At this point, it is impossible to predict what the State would determine—or what actions it might take—if concerns are expressed about the discount. And even if the State decides to remove the discount, it is equally unclear if that will affect the rates of the marina leases. From what you indicate, if the City no longer has to comply with the requirements needed to receive the discount, it will have the flexibility to bring in revenue sources for the marina previously unavailable under the terms of the discount. And you state the discount itself amounted to only \$40,000 to \$60,000 each year, which is a relatively small amount of the \$6 million dollars that the Bight generates in annual profits. It is unclear whether the City would choose to absorb that loss, offset it through other avenues, or raise lease rates to adjust for that amount. In short, even acknowledging the possibility that losing the discount could financially affect you and/or your business, this possible effect is too remote and speculative to find it constitutes "special private gain or loss" under the voting conflict law.

For this reason, we find that Sections 112.3143(3) and 112.3143(4) would not be implicated were you to discuss and vote on matters related to the discount from the State on the bay bottom lease, as presented here.

Question 2 is answered accordingly.

JMP/gps/ks

cc: Mr. Arnaud Girard

February 13, 2026

Submitted by:

Arnaud Girard d'Albissin (Girard),

City of Key West Bight Management District Board Member

REQUEST FOR INFORMAL OPINION

I am a member of the City of Key West's Key West Bight Management District Board ("Board") which assists the City Commission in the management of the City owned commercial upland and marina property commonly known as Key West Bight (the "Bight").

I am also a tenant at the Bight where my company, Key West Marine Assistance LLC (KWMA), rents a wet slip in the marina for a 23-foot marine salvage boat.

This is a request for an informal opinion regarding the following three questions:

1. **Am I prohibited from serving as a Board member while my company is also a tenant renting a wet slip at the Bight? (First part of 112.313(7)(a))**
2. **Does my business relationship, as the owner of a marine salvage company that is a marina wet slip tenant at the Bight, create a "continuing or frequently recurring conflict between [my] private interests and the performance of [my] public duties or that would impede the full and faithful discharge of [my] public duties?" (Second part of 112.313(7)(a))**
3. **Am I barred, as a Board member, from inviting a discussion and proposing remedial action regarding possible fraud in the administration of the Bight's business with the Florida Department of Environmental Protection (the state agency that administers bay bottom leases) because it could have a hypothetical future negative impact on my marine salvage business in the form of increased rent?**

BACKGROUND

Raising the issue of fraud:

My suitability as a Board member remained unquestioned until approximately two months ago, when I proposed an agenda item for the December 2025 meeting. My proposal sought to discuss and take remedial action on the issue of whether Bight management had been, for years, improperly accepting a 30% rental discount for its bay bottom lease at Key West Bight—a benefit to which I believe the City is not entitled.

The Office of the City Attorney subsequently blocked the item, citing a potential conflict of interest on the basis that any requirement to reimburse the state of Florida and loss of the 30% discount could hypothetically lead to rent increases for Bight tenants, thereby negatively impacting my business and me personally.

I rejected the City Attorney's position about the hypothetical consequences: the Bight is a \$17 million dollar business (gross) and the fraud only involves \$40,000 to \$60,000 a year. It is likely that correcting the problem will have no impact on Bight tenant rents. It will however be an embarrassment for the office of the City Attorney which drafted the rental agreements that violate the terms of the bay bottom lease and make the City ineligible for the 30% discount.

The office of the City Attorney then obtained an informal opinion from the Commission on Ethics which found that my tenancy at the Bight marina creates "a continuing or frequently recurring conflict between [my] private interests and the performance of [my] public duties or that would impede the full and faithful discharge of [my] public duties." (F.S. 112.313(7)(a)) (See, January 20, 2026, informal opinion).

However, the request for informal opinion was made without my prior knowledge or consent or that of the City Commissioner who appointed me and as such was made in violation of 112.322(3)(a).

I called Mr. Grayden Schafer, who had issued the opinion for the Commission on Ethics and explained the situation. Mr. Steven Zuilkowski, the General Counsel for the Commission on Ethics, formally withdrew the opinion on January 21, 2026.

As discussed below, the office of the City Attorney also misrepresented, to the Commission on Ethics, the facts concerning the level of entanglement that exists between my marine salvage business and the duties of the Board.

I wish to erase the shadow left by the Commission on Ethics' now withdrawn finding. I am seeking an informal opinion regarding the three questions mentioned above.

Question 1: Am I prohibited from serving as a Board member while my company is also a tenant renting a wet slip at the Bight? (First part of 112.313(7)(a))

Grandfathered-in:

My company, KWMA, has been a wet slip tenant at the Bight for well over a decade, and I have only been a Board member since November 2024.

My status as a long-term commercial tenant at the Bight was disclosed in my application for appointment to the Board.

Prior to attending my first Board meeting in November of 2024, I met with then City Attorney, Ron Ramsingh, who assured me that I could serve on the Board despite my being a tenant at the Bight marina since my status as a tenant long predated my appointment to the Board. I was, in his words: "grandfathered in."

He informed me that I would need to recuse myself from voting on any issue that could impact my business, either positively or negatively.

Such an eventuality has never presented itself in the fifteen months that I have served on the Board. In fact, most of the Board's decisions regard management of the 8.8 acres of upland at the Bight and very rarely the commercial docks in the marina.

Question 2: Does my business relationship, as the owner of a marine salvage company that is a marina wet slip tenant at the Bight, create a “continuing or frequently recurring conflict between [my] private interests and the performance of [my] public duties or that would impede the full and faithful discharge of [my] public duties?” (Second part of 112.313(7)(a))

A. Key West Bight Board business:

The actual activities of the Board in the management of the Bight differ significantly from what was presented by the office of the City Attorney in their request for informal opinion.

In the January 15, 2026 email from Assistant City Attorney, Ryan Waterhouse to the Commission, the Bight was portrayed as a small, 25-tenant marina with uniform leases and a Board focused solely on marina operations. Given this, it was reasonable for the Commission to assume the Board's activities would primarily revolve around this handful of tenants, creating a high likelihood of frequent conflicts of interest for any tenant/Board member.

The reality is very different. The Board oversees the management of 8.8 acres of city-owned commercial property in the Key West Bight subarea of the Caroline Street Corridor and Bahama Village Redevelopment Area (CRA) and an adjacent marina operating under a state bay bottom lease. The upland area features a mix of 69 leased shops, bars, restaurants, and museums while the marina provides 188 wet slips – 60 of which are designated for commercial use, including the salvage boat slip I currently rent. The Bight also serves as a transit hub, housing a fuel dock and a Ferry Terminal.

Total revenue for the Bight in fiscal year 2024/2025 was budgeted at \$17,107,164* (See Exhibit “1”, 24/25 FY Budget, pdf pgs. 160-161).

A general breakdown of the Bight's main revenue sources:

Upland (69 leasable upland spaces plus parking lots):

- Upland leases (shops, restaurants/bars, etc.): \$4,623,600 (27.0% of revenue)
- Public Parking Lots: \$3,007,712 (17.6% of revenue)

Marina fuel sales (aggregate): \$3,410,000 (19.9% of revenue)

Marina leases (188 wet slips permitted):

- Transient dockage (including dinghies): \$1,968,700 (11.5% of revenue)
- Long-term commercial (auto-renewing) dockage: \$1,312,500 (07.7% of revenue) (I am in this last group)

*This figure is after removal of \$9,486,615 in “retained earnings” from previous years income.)

As can be expected, looking at the revenue numbers provided above, most of the Board's decisions concern upland leases, bid selection for the restoration and maintenance of old buildings, beautification of common areas, tourism marketing, etc.

Upon request I will supplement this informal request with detailed records of the Board's decisions since November of 2024 (my first meeting) or longer if desired.

The records will clearly show that there is not a frequent and recurring conflict between items on the Board's agenda and my business interests as a tenant.

As a matter of fact, there has never been an instance where the office of the City Attorney (present at all our meetings) has had to suggest that I should recuse myself from any vote or discussion.

B. Key West Marine Assistance LLC business:

My business, KWMA LLC, (I am the sole member) operates as a unique offshore emergency marine salvage service and is not a typical commercial dockage tenant (58 of the 60 vessels in commercial slips are charter boats).

Other Bight tenants operate businesses linked directly to tourism. They are concerned with foot traffic in the Bight to attract customers to their restaurants, bars, charter boats etc. They are concerned with the creation of attractive events, beautification of common areas, building maintenance and would stand to benefit from the City signing leases with other businesses that would bring increased foot traffic without creating competition for themselves.

My business, on the other hand, focuses exclusively in responding to boats in peril on the ocean. Foot traffic and activities at the Bight have no bearing whatsoever on my bottom line. My customers are sinking somewhere offshore. My company's footprint in the Bight is almost insignificant.

There are practically no issues that could come before the Board that would impact my marine salvage business. Setting new dockage rates for commercial vessels would be one. This has not happened since I have been on the Board and if it does, I will simply recuse myself.

In conclusion, the level of entanglement between my marine salvage business and my position on the Board has not, and cannot reasonably be expected to, create a "continuing or frequently recurring conflict between [my] private interests and the performance of [my] public duties or that would impede the full and faithful discharge of [my] public duties."

Question 3: Am I barred, as a Board member, from inviting a discussion and proposing remedial action regarding possible fraud in the administration of the Bight's business with the Florida Department of Environmental Protection (the state agency that administers bay bottom leases) because it could have a hypothetical future negative impact on my marine salvage business in the form of increased rent?

The Board is tasked with overseeing the management of the Bight property and is specifically empowered to make applications to the state for bay bottom lease rights. (See Exhibit "2", Key West Code, Sec. 2.554(a)(3))

I believe the management is violating the terms of the bay bottom lease and making false representations to the state to obtain a 30% discount the City is not entitled to. I believe it is the paramount duty of a Board member to address and propose redressment of such a situation.

The argument that it could have a negative impact on my marine salvage business is purely hypothetical and unlikely as the amount of the discount is between \$40,000 and \$60,000 per year whereas the profit brought from the Bight into the City's general fund was 6.8 million dollars last year. (See Exhibit "1", 24/25 FY Budget, pdf p.7)

Respectfully submitted,

Arnaud Girard

DIVISION 10. - KEY WEST BIGHT MANAGEMENT DISTRICT BOARD

Sec. 2-546. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Banking means an executive officer of a banking institution.

Board means the appointed members of the seven-member Key West Bight Management District.

Chamber of Commerce means a member of the Chamber of Commerce endorsed by its board.

Historic preservation means a board member or a past board member or current or former executive director of any group or organization whose purpose is primarily to study, preserve, protect or encourage historic preservation in the city.

Key West Bight Management District means the 8.8 acres of real property and the submerged baybottom land under lease from the trustees of the internal improvement trust fund owned or leased by the city at Key West Bight, and further described in the deed recorded at OR Book 1240, pages 1109 through 1133 and OR Book 1240, pages 1134 through 1154, of the county records.

Legal means a person having graduated from an accredited law school in good standing with the state bar or the bar of another state.

Manager means any person whether natural or corporate who has the following contractual duty, which includes, but is not limited to:

- (1) Management of the city-owned Key West Bight real property, including the marina;
- (2) Preparation of an annual budget and business plan;
- (3) Negotiation of lease terms with existing tenants and setting market rental amounts, subject to board approval;
- (4) Collection of rental payments and remitting them to the city;
- (5) The development of rules and regulations for the marina and uplands; and
- (6) Any other duties or responsibilities assumed by the manager by contractual agreement.

Maritime means a person with professional maritime experience.

Real estate means a person with experience in property management engaged as a licensed real estate broker, or state-licensed real estate appraiser.

Tenant means any person whether corporate or natural having the legal right to occupy the city property at Key West Bight regardless of status as a tenant or subtenant of the property as of May 24, 1993.

(Code 1986, § 24.01; Ord. No. 08-15, § 1, 10-21-2008)

Cross reference— Definitions generally, § 1-2.

Sec. 2-547. - Findings; purpose.

The city commission finds that the management, preservation, and redevelopment of the Key West Bight property owned by the city is a public purpose, and further finds that the public purpose can be best achieved by creating the Key West Bight Management District Board having the power and duty to oversee the management, preservation and development of the city's property at Key West Bight for the best interest of the city and its citizens.

(Code 1986, § 24.02(a))

Sec. 2-548. - Created; composition.

The city commission creates the Key West Bight Management District Board, referred to as the "board," and charges the board to use the power and authority conferred upon it by this Code to further the purposes expressed in this division.

The Key West Bight Management District Board (KWBMDB) shall consist of seven members. The mayor and each city commissioner shall appoint one member of the Key West Bight Management District Board which appointment shall not be subject to approval by the city commission. The seven members serving on the Key West Bight Management District Board upon adoption of this division shall be assigned to individual city commission members via a lottery system.

(Code 1986, § 24.02(b); Ord. No. 19-13, § 1, 5-21-2019)

Sec. 2-549. - Composition; appointments; terms.

(a) The board shall consist of seven members who shall reside in the city or who shall have a business or profession located in the city and reside in the lower keys, south of the seven-mile bridge.

(b)

The term of each KWBMDB member shall run parallel to that of the appointing city commission member. The KWBMDB member's term shall end at the conclusion of the city commission member's term; a reelected commission member may reappoint a KWBMDB member.

The City Commission shall attempt to ensure that at least one person with a demonstrated interest in community service from each of the following disciplines shall be represented on the board: legal, banking, historic preservation, maritime, real estate, Chamber of Commerce. Additionally, one member of the board shall be an individual nominated by the Key West Bight Preservation Association Inc. (KWBPA). The KWBPA shall provide a list of two nominees to the designated city commissioner, from which the commissioner shall appoint one individual to the board. Any officer or director of the KWBPA shall be excluded from consideration as a member or nominee to the board.

If no applicant is reasonably available to represent a discipline, the Commissioner, or Mayor, as applicable, may nominate a person from outside of the discipline.

(c) Any member may be removed by the city commission for cause, which shall include but not be limited to a violation of law relating to the member's office.

(d) The Key West Bight Neighborhood Association shall appoint one of its members to serve as a non-voting liaison to the KWBMDB.

(Code 1986, § 24.04; Ord. No. 02-02, § 1, 1-2-2002; Ord. No. 08-15, § 2, 10-21-2008; Ord. No. 19-13, § 2, 5-21-2019)

Sec. 2-550. - Compensation.

All members of the board shall serve without compensation but, as authorized by the city commission, may be reimbursed for actual expenses incurred in connection with their duties.

(Code 1986, § 24.04)

Sec. 2-551. - Staff.

The city manager shall ensure that sufficient secretarial support staff is provided to the board for the execution of its duties and in order to record and transcribe in summary form, subject to board approval, the minutes of all board meetings. The city attorney may serve as legal counsel to the board.

(Code 1986, § 24.05)

Sec. 2-552. - Organization and rules.

(a) Four members of the board shall constitute a quorum for the transaction of business.

- (b) From among its members the board biannually shall elect a chairperson and such other officers as it deems necessary.
- (c) The board shall attempt to convene on a regularly scheduled basis at least once each month, and notice of such meeting shall be published in a newspaper of general circulation in the city at least five days in advance thereof. All meetings shall be open to the public, and an agenda for each regular meeting shall be available to the public at city hall 48 hours in advance thereof.
- (d) Special meetings may be called on not less than 24 hours' notice by the chairperson or by written notice signed by four voting members.
- (e) If a member is absent from two of three consecutive meetings without cause and without prior approval of the chairperson, the board may declare the member's office vacant.

(Code 1986, § 24.06(a)—(d), (f))

Sec. 2-553. - Revenues and budgeting.

- (a) Not less than 60 days prior to the end of each fiscal year of the Key West Bight Management District, which shall be the same fiscal year as that of the city, the board shall adopt by resolution its proposed budget for the following fiscal year and submit the proposed budget to the city commission. Such proposed budget shall include all anticipated expenditures of the district for all of its projects during the ensuing fiscal year, including operating expenses, capital outlays, materials, labor, equipment, supplies, payments of principal and interest on all outstanding revenue bonds, and sinking fund and reserve requirements, and payment of excess funds into the city's general revenue fund. Such proposed budget shall provide for expenditures only to the extent of funds legally available to the district for such purposes and reasonably anticipated revenues of the district for the ensuing fiscal year from established sources, based upon past experience and reasonable projections thereof, and from new projects or new sources of income of the district. The city commission shall conduct a public hearing with respect thereto and, in that event, the chairperson or his designee and manager of the district shall be present at such public hearing. Following the public hearing by the city commission, the board, at any regular or special meeting prior to the commencement of the next fiscal year, shall adopt by resolution its budget for the ensuing year subject to the same constraints as to the amount of expenditures as set forth in this subsection with respect to the proposed budget of the district. Once adopted, the budget shall not be amended except by request by the district to the city commission and except by giving ten days written notice of the proposed amendment to the city commission and giving public notice of the district's intention to consider amending its budget,

which notice shall be by publication in a newspaper of general circulation in the county at least ten days prior to the meeting of the city commission at which such proposed amendment is to be finally considered.

- (b) Within 90 days following the close of each fiscal year, the board shall make a comprehensive report of its operations of each project under its control during the preceding fiscal year, including all matters relating to rates; charges; revenues; expenses of maintenance, repair and operation and of replacements and extensions; principal and interest retirement; and the status of all funds. Copies of such annual reports shall be filed with the city clerk.

(Code 1986, § 24.07; Ord. No. 19-28, § 1, 9-17-2019)

Sec. 2-554. - Powers and duties; responsibility of city.

- (a) The board shall have the following duties:
- (1) Oversee the operation and development of an expanded public marina on the Key West Bight property.
 - (2) Facilitate and approve applications for all required permits necessary for redevelopment and/or expansion of the uplands property and marina.
 - (3) Make application to the trustees of the internal improvement trust fund for renewal of all baybottom lease rights and apply for those deemed necessary to carry out marina expansion plans.
 - (4) Identify and recommend grant applications for approval by the city commission.
 - (5) Review and approve the annual budget and business plan prepared by the manager prior to submission for approval or disapproval by the city commission, without line item veto.
 - (6) Approve rental rates and lease terms negotiated by the manager for marina and upland tenants at Key West Bight; all leases shall be consistent with the Charter, this Code and marina bond covenants.
 - (7) Review all conflicts between the manager and tenants; all decisions of the board regarding the terms and management of rental property and administration of leases shall be final.
 - (8) Consider for review and comment only, all matters within the Key West Bight subject to review and/or approval by the community redevelopment agency.
- (b) On the following matters the board shall submit ordinances and resolutions to the city commission, which shall retain final approval authority on those ordinances and resolutions coming before it:
- (1) The Key West Bight Management District budget and annual business plan.
 - (2) Architectural concept, design or plans of redevelopment at Key West Bight.

- (3) Acquisition and/or sale of real property at Key West Bight.
- (4) The expenditure of funds in excess of \$50,000.00.
- (5) Transfers of funds from one budget category to another in excess of \$50,000.00.
- (c) The city commission shall request voter approval on matters of pledging commercial rents and marina revenues for the financing of improvements, expansion or property acquisition at or around the Key West Bight. The city commission shall have final review over any matter which may affect the tax exempt status of the marina/conservation bond.
- (d) The city by and through its city manager shall have day-to-day responsibility for the operation of the Key West Bight. The manager of the Key West Bight shall be a city employee, subject to hiring, supervision and termination by the city manager. Additionally, the city manager shall prescribe the duties of the manager upon the advice and consent of the board.
- (e) In addition to the requirement contained in subsection 2-554(b)(4) above, personal property purchasing and procurement pertaining to the Key West Bight shall be governed by the requirements contained in sections 2-766 through 2-845 of the Code of Ordinances.

(Code 1986, § 24.03; Ord. No. 15-08, § 1, 5-5-2015; Ord. No. 19-28, § 1, 9-17-2019)

Sec. 2-555. - Reserved.

Editor's note— Ord. No. 19-13, § 4, adopted May 21, 2019, repealed § 2-555, which pertained to sunset and derived from the 1986 Code.

Sec. 2-556. - Conflict.

Nothing in this division shall be construed to be in conflict with the Charter, this Code or marina bond covenants.

(Code 1986, § 24.09)

Secs. 2-557—2-599. - Reserved.

Schafer, Grayden

From: Schafer, Grayden
Sent: Tuesday, February 17, 2026 12:32 PM
To: 'Arnaud'
Cc: Steverson, Kathryn
Subject: Questions regarding Ethics Inquiry

Mr. Girard:

Hope you are doing well. I have reviewed your inquiry about service on the Key West Bight Management Board, as well as the other materials that you sent. I have some questions for you to better clarify the facts before I begin my analysis. I have tried to group the questions into different categories. If you would, please provide your answers to the following questions in a reply to this email. And if you need to have any of these questions clarified, please let me know.

Regarding the general responsibilities of the Board

1. Section 2-554(a)(1) of the Code of Ordinances indicates the Board oversees the “operation and development of an expanded public marina[.]” Is this in reference to the 8.8 acres of upland commercial property, the marina where your business is currently leasing a slip, or both?
2. Assuming the Ordinance quoted above relates to the marina, in what matters has the Board become involved—even preceding your appointment—related to the operation or development of the marina? How often do these matters arise?
3. Does the Board receive reports concerning the operation and development of the marina? If so, how often does it receive such reports, who delivers such reports, and what actions does the Board take on them?
4. Section 2-554(a)(6) of the Code of Ordinances indicates the Board approves rental rates and lease terms negotiated by its manger for all marina tenants. How often do such approvals come before the Board? Does this mean simply approving standard terms to be included in all leases, or does it mean approving each individual lease?
5. If the dockage rates for marina leases were to increase or decrease, would that need to be approved by the Board? If so, how often are new dockage rates approved?
6. Section 2-554(a)(7) indicates the Board reviews—and makes final determinations—on all conflicts between the marina manager and tenants. How often do matters concerning such conflicts come before the Board? What would be examples of such conflicts?
7. You indicate there are 188 wet slips at the marina, and that 60 are designated for commercial use and the remaining are for transient dockage. For the slips designated for transient dockage, are they used by citizens on an as-needed, temporary basis, with no long-term leases?

Regarding your service on the Board

1. Am I correct in understanding that you were appointed to the Board by a City Commissioner in November 2024?

2. Section 2-549(b) of the Code of Ordinances indicates the City Commission “shall attempt to ensure that at least one person [] from each of the following disciplines shall be represented on the [B]oard,” and then lists several different types of disciplines, including “maritime.” Has the City Commission followed through on this Ordinance by attempting to appoint individuals from the various enumerated disciplines? And, if so, are you the designated Board member from the “maritime” discipline?

Regarding the agreement between Key West Marine Assistance LLC and the Board

1. Am I correct in understanding that you are the sole proprietor of Key West Marine Assistance LLC?
2. Are you compensated by Key West Marine Assistance LLC?
3. When did Key West Marine Assistance enter into a lease with the Board to use a slip at the marina?
4. Has the lease been renewed, extended, or amended since you have been serving on the Board? If the lease has been renewed since your appointment to the Board, was the renewal for a time certain provided for in the original lease? And, if the lease has been renewed, are the terms under the renewal exactly the same as in the original lease?
5. How long is the lease term between Key West Marine Assistance LLC and the Board?
6. To the best of your knowledge, is there anything special or unique about the lease between Key West Marine Assistance LLC and the Board, as compared to other commercial lease tenants at the marina? For example, are your dockage rates more or less than other tenants?
7. Section 2-546 of the Code of Ordinances indicates the marina will have a “manager” who will negotiate lease terms with existing tenants and set market rental amounts, subject to Board approval. Did the marina manager negotiate and set the lease terms for Key West Marine Assistance LLC? Did the Board have to approve the lease with Key West Marine Assistance LLC after those terms were set?
8. If Key West Marine Assistance LLC needs to have its lease renewed or modified, would this have to be approved by the Board or would it be handled solely by the marina manager?
9. Is there any other dock in the City that your business could use, or is the Bight marina uniquely positioned for your business? If it is uniquely positioned, please explain why.

Regarding discussing and proposing remedial action regarding the Board’s business with the State of Florida

1. Is the bay bottom lease held by the Internal Improvement Trust Fund? If so, how is the Florida Department of Environmental Protection involved?
2. You indicate the City is receiving a 30% discount from the State pertaining to the bay bottom lease. What is the basis for providing that 30% discount? I understand, given your inquiry, that you do not feel the City is entitled to the discount, but I am unclear on what the discount was for.
3. Does the proposed remedial action concern only the marina, or does it also pertain to the upland commercial property?
4. You state in your inquiry that “correcting the problem will have no impact on Bight tenant rents.” What is your basis for believing there will be no impact?

5. Is the Board considering taking a vote to pursue this remedial action? If so, what action would be taken? (i.e., Would you be contacting the Internal Improvement Trust Fund? Contacting the Department of Environmental Protection? Taking the matter to the City Commission?)

Thank you,

Gray Schafer
Assistant General Counsel
Florida Commission on Ethics
(850)488-7864

**Key West Bight Management District Board Member
Arnaud Girard d'Albissin's
Response to Commission on Ethics Questions**

February 19, 2026

Regarding the general responsibilities of the Board

1. Section 2-554(a)(1) of the Code of Ordinances indicates the Board oversees the “operation and development of an expanded public marina[.]” Is this in reference to the 8.8 acres of upland commercial property, the marina where your business is currently leasing a slip, or both?

The Board oversees the 188-wet slip marina and the adjacent 8.8 acres of upland.

2. Assuming the Ordinance quoted above relates to the marina, in what matters has the Board become involved—even preceding your appointment—related to the operation or development of the marina? How often do these matters arise?

The day-to-day management of the marina is left to the office of the City Manager who hires/fires all Key West Bight management personnel.

On the marina side, the Board has overseen the maintenance of the docks and advised the CRA Board (City Commission) on capital improvement projects such as construction of the Ferry Terminal and the fuel dock.

However, most of the Board’s decisions concern the upland (where I am not a tenant.)

The breakdown of the Board’s decisions, by category, over the 15 months I have served is as follows (See Exh. 2 and Exh. 3):

Type of Action Item	Number of Action Items	Percentage of Total Number of Action Items
Upland leases, infrastructure, building maintenance	25	54.3%
General Operations – (marketing, security, misc.)	9	19.6%
Marina (<i>see details below</i>)	12	26.0%

Marina - details	Number of Action items
- Transient dockage (short-term visitors)	1
- Dock Infrastructure – repairs, maintenance	6
- Commercial wet-slip dockage	Total = 5
----- Policy: wooden hulled schooners being allowed to place a different type of vessel during summer when schooners go north for summer	1 (resolution failed)
----- placing existing schooner at end of Greene Street	1 (resolution failed)
----- placing a new schooner in the marina	
----- Policy: Replacing wait list method with lottery method for assigning next open commercial wet slip to a new tenant	1 (direction to staff)
----- Sale and Transfer of right to use of a commercial wet slip by an existing tenant to a new tenant	1 (resolution failed)
	1 (later approved by CRA)

As you can see, most of the Board’s decisions concern the upland and none of those decisions have any impact on my marine salvage business.

Regarding my status as operator of an offshore marine salvage business: In the past 15 months, none of the five commercial wet-slip related agenda items had any potential impact on my business.

3. Does the Board receive reports concerning the operation and development of the marina? If so, how often does it receive such reports, who delivers such reports, and what actions does the Board take on them?

Yes, the Bight Manager provides a “Director’s Report” to the Board each month prior to the Board’s monthly meeting. The Board “receives and files” the reports. This is not followed by Board approval or specific action; the reports are purely informative.

4. Section 2-554(a)(6) of the Code of Ordinances indicates the Board approves rental rates and lease terms negotiated by its manager for all marina tenants. How often do such approvals come before the Board? Does this mean simply approving standard terms to be included in all leases, or does it mean approving each individual lease?

There is a CRA-approved standard template for all dockage agreements. The tenant signs the form with the Bight management. The agreement does not go in front of the Board or CRA for final approval.

Changes to the commercial dockage agreement template have been on the Board's agenda only 3 times since 2010. (See below)

The Board recommends approval of the template by the CRA.

Board agenda 8/09/2023 – Approving an addendum to the month to month Commercial & Commercial Term Charter Dockage agreements requiring tenants to be actively involved in commercial operations in an ongoing manner. (Approved by CRA on 9/14/2023)

Board agenda 8/15/2018 – Addition of Time Charter Regulations for commercial dockage tenants who allow guests to stay overnight on vessels docked at the marina (Approved by CRA on 12/4/2018)

Board agenda 9/12/2012 – Approving the form of the attached "Key West Bight Marina Commercial Dockage Agreement" (one-month term); Approving rules and regulations for the Key West Bight Marina; Approving a 3% rate adjustment. (*Amendment to pre-existing month-to-month commercial dockage agreement: increased insurance requirements, added rules about dock tidiness, 3% increase in rate.*) (Approved by CRA 10/2/2012)

5. If the dockage rates for marina leases were to increase or decrease, would that need to be approved by the Board? If so, how often are new dockage rates approved?

The standard commercial dockage agreement includes annual rate increases with no Board or CRA intervention required:

From the commercial dockage agreement:

“The base rental rate shall be adjusted, at the commencement of each fiscal year for the City of Key West by increasing the previous fiscal year rent by the average change in the U.S. Department of Commerce Consumer Price Index (CPI) for All Urban Consumers, as reported by the Bureau of Labor Statistics for the 12 months prior to the renewal date.”

The rate and annual increases apply to all auto-renewing commercial dockage agreements including my own.

The last time the Board and CRA intervened to affect a rate increase outside the automatic rate increase contained in the commercial dockage agreement was 9/12/2012. (See response to #4 above, **Board agenda 9/12/2012**)

6. Section 2-554(a)(70) indicates the Board reviews—and makes final determinations—on all conflicts between the marina manager and tenants. How often do matters concerning such conflicts come before the Board? What would be examples of such conflicts?

This happens very rarely. Looking over past agendas there were only 2 such cases in the past 15 months:

- **4/9/2025 Board meeting:** A commercial tenant who docks a schooner at the marina wanted to be able to dock a different sort of charter vessel in the slip during the summer months when the schooner is up north for the summer. Staff did not agree with this, stating it was not allowed under the existing commercial dockage agreement. A proposal by myself and another board member to add an addendum to wooden-hulled schooner agreements (only applying to them) that would allow a substitute vessel while schooners were out of town was put forth but failed for lack of a second.
 - **12/10/2025 Board meeting:** A historic schooner owner who was on the commercial wait list was unhappy because the rules applying to the wait list were not properly adhered to by staff and he should have been the one to obtain the next open slip instead of an existing tenant who staff had assigned the open slip to. A resolution was proposed by me to provide the complaining schooner owner with dockage for his vessel in one of the slips normally used for short term transient vessels. The Board directed staff to explore options for assigning a wet slip to the schooner owner and to come back to the Board in March 2026.
7. You indicate there are 188 wet slips at the marina, and that 60 are designated for commercial use and the remaining are for transient dockage. For the slips designated for transient dockage, are they used by citizens on an as-needed, temporary basis, with no long-term leases?

The transient slips are open to any member of the general public on a “first-come, first-served basis.” Our rules prohibit any commercial activity in the transient slips. There are no long-term leases associated with these transient slips. They are rented for a fixed term by day, week, or month mostly to cruising tourists. (See “Exh. 1” for detailed description of various slip categories.)

Regarding your service on the Board

1. Am I correct in understanding that you were appointed to the Board by a City Commissioner in November 2024?

Yes. I was appointed to the Board on October 29, 2024 by a City Commissioner.

2. Section 2-549(b) of the Code of Ordinances indicates the City Commission “shall attempt to ensure that at least one person [] from each of the following disciplines shall be represented on the [B]oard,” and then lists several different types of disciplines, including “maritime.” Has the City Commission followed through on this Ordinance by attempting to appoint individuals from the various enumerated disciplines? And, if so, are you the designated Board member from the “maritime” discipline?

Yes. I was initially appointed as the member for the real estate discipline which it was found I qualified for. Since then, the real estate designation was assigned to another Board member, and I became the member for the maritime discipline.

Regarding the agreement between Key West Marine Assistance LLC and the Board

1. Am I correct in understanding that you are the sole proprietor of Key West Marine Assistance LLC?

Yes.

2. Are you compensated by Key West Marine Assistance LLC?

Yes. I am also an employee of Key West Marine Assistance LLC.

3. When did Key West Marine Assistance enter into a lease with the Board to use a slip at the marina?

Leases are between the tenant and the CRA (not the Board).

My records show the first time I entered into a standard commercial dockage agreement for my company was in 2014 although prior to that I also rented dinghy slips.

4. Has the lease been renewed, extended, or amended since you have been serving on the Board? If the lease has been renewed since your appointment to the Board, was the renewal for a time certain provided for in the original lease? And, if the lease has been renewed, are the terms under the renewal exactly the same as in the original lease?

My dockage agreement has not been modified since I’ve been on the Board.

It is the standard commercial dockage agreement. There have not been any changes to the standard commercial dockage agreement since I became a member of the Board.

The standard commercial dockage agreement is (and always has been) month-to-month with a right of automatic renewal.

Annual rental increases are built into the auto-renewing month-to-month contract.

5. How long is the lease term between Key West Marine Assistance LLC and the Board?

My company's dockage agreement is the standard commercial dockage agreement which is a month-to-month auto-renewing agreement.

6. To the best of your knowledge, is there anything special or unique about the lease between Key West Marine Assistance LLC and the Board, as compared to other commercial lease tenants at the marina? For example, are your dockage rates more or less than other tenants?

My dockage agreement is the same standard commercial dockage agreement used for other commercial vessels at the Bight. The dockage rate is the same by-the-foot rate for all of us (and there is also a surcharge of \$1.00 per head for each passenger for hire that the vessel is certified to carry). Historic schooners and certain traditional fishing boats receive a special discount.

7. Section 2-546 of the Code of Ordinances indicates the marina will have a "manager" who will negotiate lease terms with existing tenants and set market rental amounts, subject to Board approval. Did the marina manager negotiate and set the lease terms for Key West Marine Assistance LLC? Did the Board have to approve the lease with Key West Marine Assistance LLC after those terms were set?

There was no individual negotiation of terms between my company and the Bight manager. I signed the standard template commercial dockage agreement (approved by the CRA). There was no further Board approval of my dockage agreement after that.

8. If Key West Marine Assistance LLC needs to have its lease renewed or modified, would this have to be approved by the Board or would it be handled solely by the marina manager?

The standard commercial dockage agreement is month-to-month with the tenant having a right of automatic renewal. As long as there is no breach of the terms, the contract is automatically renewed with no time limit. There is no Board involvement in the renewal of commercial dockage agreements.

9. Is there any other dock in the City that your business could use, or is the Bight marina uniquely positioned for your business? If it is uniquely positioned, please explain why.

The Bight is uniquely positioned. It provides immediate access to deep water with no speed restriction which is essential for a fast-response salvage boat. Nearby private marinas do not offer commercial slips.

Furthermore, I am the last marine salvor in Key West operating under a license from the admiralty court, with my vessel similarly approved and licensed by the admiralty judge. My presence within the Bight's "Historic Seaport" represents a continuation of Key West's legendary wrecking industry. While this does not have a particular benefit for my business,

it supports the Bight's mission to promote our local maritime history. Consequently, even if a conflict of interest were perceived—which I do not believe exists—I would likely fall under the exemption provided in 112.313(12)(e).

Regarding discussing and proposing remedial action regarding the Board's business with the State of Florida

1. Is the bay bottom lease held by the Internal Improvement Trust Fund? If so, how is the Florida Department of Environmental Protection involved?

Yes, the bay bottom lease is held by the Internal Improvement Trust Fund. DEP administers and enforces the terms of the IITF bay bottom leases.

2. You indicate the City is receiving a 30% discount from the State pertaining to the bay bottom lease. What is the basis for providing that 30% discount? I understand, given your inquiry, that you do not feel the City is entitled to the discount, but I am unclear on what the discount was for.

The City gets a 30% discount on its rental of the bay bottom only if 90% of the wet slips are: "made available for rent to the general public on a 'first-come, first-served basis,' as defined in Rule 18-21.003, Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions." (Paragraph 30(A) of the bay bottom lease)

81 of the 188 permitted wet slips (43%) are currently rented via dockage agreements that have an automatic right of renewal or have lease terms of over 1 year.

3. Does the proposed remedial action concern only the marina, or does it also pertain to the upland commercial property?

The marina.

4. You state in your inquiry that "correcting the problem will have no impact on Bight tenant rents." What is your basis for believing there will be no impact?

It is impossible to predict whether the remedial action would have any impact on Bight tenant rents. Being relieved of the 90% rule could give management more flexibility in the use of the docks and could translate into new revenue sources for the Bight.

In any case, the 30% bay bottom rent abatement is minimal in comparison with overall Bight revenue. The discount amounts to between \$40,000 and \$60,000 (based on Bight marina revenue from all wet slip rentals.) The Bight's annual net profit transferred to the City's general fund is about 6 million dollars a year. Such a relatively small amount of money could easily be offset one way or another, or not at all, without effecting existing Bight tenant rents.

This is a debate based on hypotheticals. The more likely outcome is that it will have no effect on the rents of existing Bight tenants.

5. Is the Board considering taking a vote to pursue this remedial action? If so, what action would be taken? (i.e., Would you be contacting the Internal Improvement Trust Fund? Contacting the Department of Environmental Protection? Taking the matter to the City Commission?)

The Board has not been put in a position to take action. (My proposed resolution has been blocked by the office of the City Attorney.)

My proposed resolution was to have the Board request that the City Manager work with DEP to ensure that the City is in compliance with its bay bottom lease. This could be as simple as applying for a bay bottom lease modification which has been previously suggested by DEP.

Note:

I thank you for the attention you are bringing to this inquiry. The commercial dockage agreements represent only a minor fraction of the Board's real work, which primarily focuses on the redevelopment and maintenance of upland infrastructure, including restaurants, bars, retail, and parking. In fact, even if many of the above questions were to uncover a potential tenant / Board member conflict of interest, it would warrant only an occasional recusal, rather than meeting the legal threshold of a 'continuing or frequently recurring conflict' that would "impede the full and faithful discharge of [my] public duties."

Unlike many other marina tenants, my business does not consist of multiple large capacity charter boats with multiple upland leases for storage and ticket booths, relying on tourist foot traffic. My business is to respond to offshore vessel in distress calls and has very little to do with what is going on in the Bight.

As a Board member for over 15 months, I have not experienced "continuing or frequently recurring conflict" between my duties and my status as a commercial marina tenant. In fact, with the oversight of the office of the City Attorney, always in attendance, it has never been determined, even once, that I was in a position to recuse myself on any agenda item offered for our deliberation.

Respectfully submitted, Arnaud Girard d'Albissin (Girard)

Link to agendas, minutes and back-up documents:

<https://keywest.legistar.com/DepartmentDetail.aspx?ID=10211&GUID=E20DB8DF-8283-4D64-952F-DA329DD05DFE>

(See also Exh. 2 – Board agenda action items Nov 2024 - Jan 2026 – chrono order; Exh. 3 – TABLE - Board action items Nov 2024 - Jan 2026 – by category)

Key West Bight - the Marina

There are 188 wet slips permitted under the bay bottom lease with the state.

Contract type: Commercial wet slip category; auto-renewing month-to-month agreements

(some commercial charter boat businesses have multiple slips):

(60 slips / 39 distinct tenants)

Charter Boats – passengers for hire (tourism oriented)

<u>How many</u>	<u>Contacts</u>	<u>Business</u>
6 slips	Chris Batchelor Evelina Worthington	RED Hospitality & Leisure Key West, LLC Key West Seaport, Inc
14 slips	Key West Seaport Inc. (14 subtenants lease directly with CRA)	
2 slips	Nick Kolessar	Lost Reef Adventures
3 slips	McGrail/Rowley	McGrail and Rowley, Inc.
1 slip	Richard Welter	Sunset Watersports Inc
1 slip	Richard Welter	Conch Republic Parasail LLC
1 slip	Richard Welter	Sunset Island Party Operating Corp.
1 slip	Richard Welter	Ms. Valyn LLC
1 slip	Tom Stroh	Dolphin Echo Inc.
3 slips	Todd Ermisch	Fishizzle Spearfishing Charters LLC
1 slip	Scott Irvine	N/A (vessel “Time Flys”)
3 slips	William Litmer	Honest Echo LLC
1 slip	William Litmer	Honest Kayak Boat LLC
1 slip	Steven Griffin	Blue Ice Sailing LLC
1 slip	James Leonard	N/A (vessel “Maverick”)
6 slips	Marcel Geluk	Fury Management Inc.
1 slip	Bradford Barker	Restless Native Charters, Inc.
1 slip	Bradford Barker	A-to-Z Maritime LLC
2 slips	Dennis Krinitt	Breezin Charters
1 slip	Josh Rowan	Hindu Charters LLC
1 slip	William Marengo	Skinny Water Charters Key West, Inc
4 slips	Scott Hopp	FishMonster & Island Jane Holdings, LLC
1 slip	Cory Gauro	Cora Beth Fisheries LLC
1 slip	Michael Pollack	Blue Sky Fishing Charters
<u>Working boats – no passengers for hire (not tourism oriented):</u>		
1 slip	Arnaud Girard	Key West Marine Assistance LLC (salvage boat)
1 slip	James Phelbs	Southeastern Shrimp & Seafood LLC (shrimp boat)

Contract type: Recreational wet slip category; auto-renewing month-to-month agreements:

(2 slips / 2 distinct tenants)

1 slip	Jack Anderson
1 slip	Richard Hatch

Contract type: Liveaboard wet slip category; auto-renewing month-to-month agreements:

(5 slips / 5 distinct tenants)

1 slip	Bobbie Meck
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1 slip	Jerry Jeffers
1 slip	Jeffrey Jannausch
1 slip	Brian Seavey
1 slip	John Fletcher

Contract type: Wet slips associated with 10-year upland lease:

(11 slips / 1 tenant)

11 slips	Mark Vasturo	Florida Straits Conch Company (one is a work boat (lobster) – others are passenger vessels)
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Contract type: “Use Agreements” for boats using Ferry Terminal (10 year term):

(3 slips / 2 tenants)

1 slip	Edwin Swift	Yankee Freedom III LLC
2 slips	George Hilton	Key West Express

Remaining 107 wet slips are rented short term to the general public on a “first-come, first-served” basis. (Approximately 40 wet slips are for dinghies only; the other 67 wet slips are mostly rented to cruising tourists by day, week, month (a few of those are set aside for use with fuel dock.)

Note: The City Commission acts as the Board of the City’s Community Redevelopment Area (CRA).

BIGHT BOARD AGENDAS

(Since Board Member Girard began serving November 2024)

Link to agendas and minutes:

<https://keywest.legistar.com/DepartmentDetail.aspx?ID=10211&GUID=E20DB8DF-8283-4D64-952F-DA329DD05DFE>

November 13, 2024

Action items:

[Recommending] Approving a two-year extension of Eurofins Environment Testing Southeast, LLC Water Testing Contract at the Key West Bight, Key West Bight Ferry Terminal and City Marina at Garrison Bight. [Approved by CRA on 11/14/24]

Recommending CRA approval and execution of the Lease between the CRA and Moro Management, Inc., DBA Half Shell Raw Bar located at 231 Margaret Street in the Historic Seaport. [Approved by CRA 12/12/24]

Recommending CRA approval and execution of the Lease between the CRA and Lost Reef Adventures, Inc., located at 261 Margaret Street in the Historic Seaport. [Approved by CRA 12/12/24]

Recommending CRA approval of the Assignment of Lease for Fisherman's Cafe at Lazy Way Lane at the Historic Seaport. [Approved by CRA 12/12/24]

December 11, 2024

Action items:

Recommending Community Redevelopment Agency (CRA) approval of the Assignment of Lease for Paradise Enterprises, LLC D/B/A Paradise Porters, to Zak Adam Curran for the property located at 100 Grinnell Street, Suite 213. [Date approved by CRA not shown on Legistar]

January 8, 2025

(No actions items)

February 12, 2025

Action items:

[Recommending] Approving Task Order #3 for Bid Support and Construction Administration Services for Key West Bight Ferry Terminal Revitalization and Shoreline Stabilization Project to Tetra Tech, Inc. in the amount of \$234,976. [Approved by CRA on 3/4/2025]

[Recommending] Approving ratification of Purchasing Ordinance exemption for the 2025 Task Order for ongoing marketing services, for the Key West Historic Seaport, to Adept Strategy & Public Relations in the amount of \$201,125 pursuant to Sec. 2-797 of the City of Key West Code of Ordinances. [Approved by CRA on 3/4/2025]

Recommending City Commission approval of the attached First Amendment to the "Interlocal Agreement" between Monroe County, Florida and the City of Key West, Florida for upland support for Man of War Harbor Mooring Field. [Approved by CRA on 3/4/2025]

Recommending the CRA Award the bid of Gemstone RDI JV in response to Invitation to Bid ITB #25-003 Schooner Floating Docks Replacement at the Key West Bight Marina in the amount of \$1,045,700. [Approved by CRA on 3/4/2025]

Recommending CRA approval and execution of the Lease between the CRA and Local Color Key West, Inc., DBA Local Color located at 276 Margaret Street in the Historic Seaport. [Approved by CRA on 3/4/2025]

[Recommending] Approving increased transient rates at the Key West Bight Marina. [Approved by CRA on 4/1/2025]

March 12, 2025

Action items:

Recommending the CRA approve the Key West Bight Commercial Slip Lottery. [did not pass]

Recommending CRA approval and execution of the attached Lease Assignment from Joseph A. Garr Joe King, LLC DBA Key West Bait and Tackle to Deanne Hopp for the premises located at 241 Margaret Street, in the Historic Seaport. [Approved by CRA on 4/1/2025]

April 9, 2025

Action items:

Recommending Community Redevelopment Agency (CRA) approval and execution of the Lease between the CRA and Red Hospitality & Leisure Key West, LLC, DBA Sebago Watersports located at Units I and J on Lazy Way Lane in the Historic Seaport. [Approved by CRA on 5/6/2025]

Recommending Community Redevelopment Agency (CRA) approval and execution of the Lease between the CRA and Red Hospitality & Leisure Key West, LLC, DBA Sebago Watersports located at the Ticket/Check-In Booth on Lazy Way Lane in the Historic Seaport. [Approved by CRA on 5/6/2025]

Recommending Community Redevelopment Agency (CRA) approval and execution of the Lease with Key West Bait & Tackle, Inc. located at 241, 251A and 251B Margaret Street in the Historic Seaport. [Approved by CRA on 5/6/2025]

Recommending the CRA award the Bid of Gemstone RDI JV in response to Invitation to Bid (ITB #25-009) Re-Bid: Schooner Wharf Floating Docks Replacement at the Key West Bight Marina in the amount of \$1,020,000.00; waiving minor formalities; authorizing the City Manager to execute necessary documents in conformance with the contract documents, upon consent of the City Attorney; authorizing any necessary budget transfer(s) [Board rejected all bids; CRA approved staff's pick RDI JV on 5/6/2025]

Directing staff to rearrange current marina tenants in order to moor a schooner at the end of Greene Street. [Did not pass. Would not have gone to CRA if it had passed.]

Resolution [recommending] to create a commercial dockage agreement addendum to apply only to wooden hulled schooners that summer away from the Key West Bight, allowing a substitute vessel for a set period of time. [Failed for lack of second.]

Approving 23/24 Fiscal Year Common Area Maintenance Reconciliation. [approved]

May 14, 2025

Action items:

WITHDRAWN [Recommending] Creating a Commercial Dockage Agreement Addendum to apply only to wooden hulled schooners that summer away from the Key West Bight, allowing a substitute vessel for a set period of time.

Recommending the CRA reject all bids received in response to Invitation to Bid (ITB) #25-008 Piling Replacement / H2 Dock Extension / Cantilever Walkway Repairs - Key West Bight Marina pursuant to Section 2-834(4) of the Code of Ordinances. [Approved by CRA on 6/4/2025]

Recommending CRA approval of the attached "Assignment of Controlling Interest and Consent of Lessor in the Lease" for Florida Straits Conch Company, Inc. d/b/a Conch Republic Seafood Company to Mark Vasturo, Randal Kassewitz and Joseph Farrell, for the property located at 631 Greene Street. [Approved by CRA on 6/4/2025]

Recommending the CRA approve the attached "Lease Termination Agreement" for Sails in Concert, Inc. for the property on Lazy Way Lane. [Approved by CRA on 6/4/2025]

June 11, 2025

Action items:

[Recommending] Ratification of the purchasing ordinance exemption for a change order to Temporary Private Security Services Contract for the Key West Historic Seaport and City Marina at Garrison Bight, to Florida Keys Security LLC in the amount of \$75,000 for a total contract amount not to exceed \$125,000 pursuant to Sec. 2-797 of the City of Key West Code of Ordinances. [postponed]

Recommending the award of a contract to Florida Keys Security Services for the provision of private security services for the City's ports and marinas in response to Request for Proposals (RFP) No. 25-013; Providing for an initial term of three (3) years; Authorizing the City Manager to execute necessary documents in compliance with applicable procurement requirements. [Approved by CRA on 8/6/2025]

Recommending the CRA approve and execute a 5-year lease renewal and execution of the lease between the CRA and D&G Damn Good Food To-Go, LLC, d/b/a Fisherman's Cafe located at Unit "C" and "D" on Lazy Way Lane in the Historic Seaport. [Approved by CRA on 8/6/2025]

July 9, 2025

Action items:

Recommending the Caroline Street Corridor and Bahama Village Community Redevelopment Agency (CRA) approve and execute a five-year lease renewal between the CRA and Alexander Smith d/b/a Superwoofie, LLC for the property located at Unit 214 at the Key West Bight Ferry Terminal. [Approved by CRA on 8/6/2025]

Recommending approval of the draft Fiscal Year 2025-2026 Account 405 (Key West Historic Seaport) Budget. [preliminary budget sent to City Commission to work with]

August 13, 2025

Action items:

Approving [recommending] ratification of purchasing ordinance exemption for a change order to temporary private security services contract, for the Key West Historic Seaport and City Marina at Garrison Bight, to Florida Keys Security LLC in the amount of \$75,000 for a total contract amount not to exceed \$125,000 pursuant to Sec. 2-797 of the City of Key West Code of Ordinances. [Approved by CRA on 9/3/2025]

Recommend CRA approval and execution of the Second Amendment to Lease Agreement between the CRA and Boat House Key West, LLC, dba Boat House located at 231 Margaret Street in the Historic Seaport. [postponed]

Recommending Approval of the Sale of Key West Eco Tours to William and Jennifer Litmer (Honest Dolphin Boat, LLC). [Approved by CRA on 9/3/2025]

Recommending the CRA award the Bid to Gemstone RDI JV in response to Invitation to Bid (ITB) #25-011 Re-Bid: Piling Replacement / H2 Dock Extension / Cantilever Walkway Repairs - Key West Bight Marina in the amount of \$1,098,055. [Approved by CRA on 9/3/2025]

September 10, 2025

Action items:

Recommend CRA approval and execution of the Second Amendment to Lease Agreement between the CRA and Boat House Key West, LLC, dba Boat House located at 231 Margaret Street in the Historic Seaport. [Approved by CRA on 10/9/2025]

Recommending ratification of the Purchasing Ordinance Exemption for construction services contract Task Order #8 to Sea Tech of the Florida Keys in the amount of \$484,257.07 for repairs to the overhang and partial wall cladding replacement at the Conch Republic Seafood Company located at the Historic Seaport, pursuant to Sec. 2-797 of the Code of Ordinances of the City of Key West, Florida. [Approved by CRA on 10/9/2025]

Recommending Approval of the Fiscal Year 2025-2026 Key West Historic Seaport Budget (Account 405). [City Commission ultimately approved entire City Budget including Key West Bight fund on 9/25/2025.]

October 8, 2025

Action items:

Recommending CRA amend the Lease between the CRA and Florida Straits Conch Company, Inc., DBA Conch Republic Seafood Company to replace the name "Dale Watkins" with "Fryde Conch, LLC" for lobster trap storage in the northwest corner of the parking lot. [staff directed to make changes and bring back to Board]

November 12, 2025

Action items:

Approving the attached Task Order for 2026 Marketing Services by Adept Strategy and Public Relations in the amount of \$225,125.00. [Approved by CRA on 12/2/2025]

Requesting the City Manager negotiate a Lease Agreement with Shrimboat Sound Key West, LLC, for the recording studio located on Lazy Way Lane, formerly occupied by Sails in Concert, Inc; Providing for review or lease terms by the Bight Board and the Community Redevelopment Agency. [staff directed to start anew with request for letters of interest] [Next step, had this passed, would have been recommending to the CRA that a lease be entered into.]

Recommending the CRA approve additional costs associated with a construction postponement to Gemstone RDI JV in (ITB #25-009 Re-Bid: Schooner Floating Docks Replacement) in the amount not to exceed \$168,000. [Did not pass – had it passed would have gone to CRA for final approval]

Recommending approval of the design concept for 631 Greene Street pursuant to Section 2-554(b)(2) of the Code of Ordinances. [Approved by CRA on 12/2/2025]

Rescinding Resolution No. KWBB 25-25 approved October 8, 2025 and recommending CRA amend the Lease between the CRA and Florida Straits Conch Company, Inc., DBA Conch Republic Seafood Company to replace the name Dale Watkins with Fryde Conch, LLC for lobster trap storage in the northwest corner of the parking lot and to add a provision to relocate storage during the 631 Green Street renovation. [Approved by CRA on 12/2/2025]

December 10, 2025

Action items:

Recommending the CRA approve and execute the five-year lease renewal between the City and Yours and Myan Imports, LLC. continuing their lease of Unit A on Lazy Way Lane at the Historic Seaport. [Approved by CRA on 1/6/2026]

Requesting the City Manager negotiate a Dockage Agreement with Seth Salzman for a slip for a historic schooner at Key West Bight. [tenant/management conflict: Staff directed to explore options for providing dockage to Salzman and return to Board with action item in March 2026.]

WITHDRAWN - Requesting the City Manager negotiate a Lease Agreement with Shrimpboat Sound Key West, LLC, for the recording studio located on Lazy Way Lane, formerly occupied by Sails in Concert, Inc; Providing for review or lease terms by the Bight Board and the Community Redevelopment Agency. (Had this been acted upon the next step would have been for the staff to bring back a lease which the Board would recommend be approved by the CRA)

January 14, 2026

Action items:

Approving and recommending the CRA award the bid to Sharp Edge Construction, Inc., in response to ITB No. 25-021, in the total amount of \$452,243.00, for the 201 William Street Spalling Repair Project - Historic Seaport (KB75022602); Authorizing the City Manager to execute all necessary documents in conformance with the bid documents, subject to the consent of the City Attorney. [postponed]

Approving and recommending the CRA approve and execute the five-year lease renewal between Dragonfly Key West, LLC continuing their Lease of Unit G on Lazy Way Lane at the Historic Seaport. [Approved by CRA on 2/11/2026]

[Recommending] Approving Task Order #13 for the "Vanilla-Box" Renovation of 276 Margaret Street to Sea Tech of the Florida Keys, Inc., under their Construction Services Contract in the amount of \$463,199.40 and approving necessary budget transfers. [Approved by CRA on 2/11/26]

Date on KWBMDB Agenda (passed unless otherwise noted)	Date on City Commission (CRA) Agenda (passed unless otherwise noted)	Description of Action Item	Recommendation to CRA?	Final Decision of KWBMDB?
GENERAL MANAGEMENT – UPLAND & MARINA				
11/13/24	11/14/24	[Recommending] Approving a two-year extension of Eurofins Environment Testing Southeast, LLC Water Testing Contract at the Key West Bight, Key West Bight Ferry Terminal and City Marina at Garrison Bight.	X	
2/12/25	3/4/25	[Recommending] Approving ratification of Purchasing Ordinance exemption for the 2025 Task Order for ongoing marketing services, for the Key West Historic Seaport, to Adept Strategy & Public Relations in the amount of \$201,125 pursuant to Sec. 2-797 of the City of Key West Code of Ordinances.	X	
2/12/25	3/4/25	Recommending City Commission approval of the attached First Amendment to the "Interlocal Agreement" between Monroe County, Florida and the City of Key West, Florida for upland support for Man of War Harbor Mooring Field.	X	
6/11/25 [postponed]		[Recommending] Ratification of the purchasing ordinance exemption for a change order to Temporary Private Security Services Contract for the Key West Historic Seaport and City Marina at Garrison Bight, to Florida Keys Security LLC in the amount of \$75,000 for a total contract amount not to exceed \$125,000 pursuant to Sec. 2-797 of the City of Key West Code of Ordinances.	X	

6/11/25	8/6/25	Recommending the award of a contract to Florida Keys Security Services for the provision of private security services for the City's ports and marinas in response to Request for Proposals (RFP) No. 25-013; Providing for an initial term of three (3) years; Authorizing the City Manager to execute necessary documents in compliance with applicable procurement requirements.	X	
7/9/25		Approval of the draft Fiscal Year 2025-2026 Account 405 (Key West Historic Seaport) Budget.	X	
8/13/25	9/3/25	Approving [recommending] ratification of purchasing ordinance exemption for a change order to temporary private security services contract, for the Key West Historic Seaport and City Marina at Garrison Bight, to Florida Keys Security LLC in the amount of \$75,000 for a total contract amount not to exceed \$125,000 pursuant to Sec. 2-797 of the City of Key West Code of Ordinances.	X	
9/10/25	No date available in public records on Legistar	Recommending Approval of the Fiscal Year 2025-2026 Key West Historic Seaport Budget (Account 405).	X	
11/12/25	12/2/25	[Recommending] Approving the attached Task Order for 2026 Marketing Services by Adept Strategy and Public Relations in the amount of \$225,125.00.	X	
		UPLAND		
11/13/24	12/12/24	Recommending CRA approval and execution of the Lease between the CRA and Moro Management, Inc., DBA Half Shell Raw Bar located at 231 Margaret Street in the Historic Seaport.	X	
11/13/24	12/12/24	Recommending CRA approval and execution of the Lease between the CRA and Lost Reef Adventures, Inc., located at 261 Margaret Street in the Historic Seaport.	X	

11/13/24	12/12/24	Recommending CRA approval of the Assignment of Lease for Fisherman's Cafe at Lazy Way Lane at the Historic Seaport	X	
12/11/24	Date not shown in public records on Legistar	Recommending Community Redevelopment Agency (CRA) approval of the Assignment of Lease for Paradise Enterprises, LLC D/B/A Paradise Porters, to Zak Adam Curran for the property located at 100 Grinnell Street, Suite 213.	X	
2/12/25	3/4/25	Recommending CRA approval and execution of the Lease between the CRA and Local Color Key West, Inc., DBA Local Color located at 276 Margaret Street in the Historic Seaport.	X	
3/12/25	4/1/25	Recommending CRA approval and execution of the attached Lease Assignment from Joseph A. Garr Joe King, LLC DBA Key West Bait and Tackle to Deanne Hopp for the premises located at 241 Margaret Street, in the Historic Seaport.	X	
4/9/25	5/6/25	Recommending Community Redevelopment Agency (CRA) approval and execution of the Lease between the CRA and Red Hospitality & Leisure Key West, LLC, DBA Sebago Watersports located at Units I and J on Lazy Way Lane in the Historic Seaport.	X	
4/9/25	5/6/25	Recommending Community Redevelopment Agency (CRA) approval and execution of the Lease between the CRA and Red Hospitality & Leisure Key West, LLC, DBA Sebago Watersports located at the Ticket/Check-In Booth on Lazy Way Lane in the Historic Seaport.	X	
4/9/25	5/6/25	Recommending Community Redevelopment Agency (CRA) approval and execution of the Lease with Key West Bait & Tackle, Inc. located at 241, 251A and 251B Margaret Street in the Historic Seaport.	X	
4/9/25		Approving 23/24 Fiscal Year Common Area Maintenance Reconciliation (only upland tenants pay CAM fees)		X

5/14/25	6/4/25	Recommending CRA approval of the attached "Assignment of Controlling Interest and Consent of Lessor in the Lease" for Florida Straits Conch Company, Inc. d/b/a Conch Republic Seafood Company to Mark Vasturo, Randal Kassewitz and Joseph Farrell, for the property located at 631 Greene Street.	X	
5/14/25	6/4/25	Recommending the CRA approve the attached "Lease Termination Agreement" for Sails in Concert, Inc. for the property on Lazy Way Lane. [Upland retail – lease]	X	
6/11/25	8/6/25	Recommending the CRA approve and execute a 5-year lease renewal and execution of the lease between the CRA and D&G Damn Good Food To-Go, LLC, d/b/a Fisherman's Cafe located at Unit "C" and "D" on Lazy Way Lane in the Historic Seaport.	X	
7/9/25	8/6/25	Recommending the Caroline Street Corridor and Bahama Village Community Redevelopment Agency (CRA) approve and execute a five-year lease renewal between the CRA and Alexander Smith d/b/a Superwoofie, LLC for the property located at Unit 214 at the Key West Bight Ferry Terminal.	X	
8/13/25 [postponed]		Recommend CRA approval and execution of the Second Amendment to Lease Agreement between the CRA and Boat House Key West, LLC, dba Boat House located at 231 Margaret Street in the Historic Seaport.	X	
9/10/25	10/9/25	Recommend CRA approval and execution of the Second Amendment to Lease Agreement between the CRA and Boat House Key West, LLC, dba Boat House located at 231 Margaret Street in the Historic Seaport.	X	
9/10/25	10/9/25	Recommending ratification of the Purchasing Ordinance Exemption for construction services contract Task Order #8 to Sea Tech of the Florida Keys in the amount of \$484,257.07 for repairs to the overhang and partial wall cladding replacement at the Conch Republic Seafood Company located at the Historic Seaport, pursuant to Sec. 2-797 of the Code of Ordinances of the City of Key West, Florida.	X	

10/8/25 [directed to make changes and bring back to Board]		Recommending CRA amend the Lease between the CRA and Florida Straits Conch Company, Inc., DBA Conch Republic Seafood Company to replace the name "Dale Watkins" with "Fryde Conch, LLC" for lobster trap storage in the northwest corner of the parking lot.	X	
11/12/25 [postponed]		<u>Requesting</u> the City Manager negotiate a Lease Agreement with Shrimiboat Sound Key West, LLC, for the recording studio located on Lazy Way Lane, formerly occupied by Sails in Concert, Inc; Providing for review or lease terms by the Bight Board and the Community Redevelopment Agency.	X (draft lease will come back to Board which will recommend approval by CRA)	
11/12/25	12/2/25	Recommending approval of the design concept for 631 Greene Street pursuant to Section 2-554(b)(2) of the Code of Ordinances	X	
11/12/25	12/2/25	Rescinding Resolution No. KWBB 25-25 approved October 8, 2025 and recommending CRA amend the Lease between the CRA and Florida Straits Conch Company, Inc., DBA Conch Republic Seafood Company to replace the name Dale Watkins with Fryde Conch, LLC for lobster trap storage in the northwest corner of the parking lot and to add a provision to relocate storage during the 631 Green Street renovation. (Upland restaurant – lease revision)	X	
12/10/25	1/6/25	Recommending the CRA approve and execute the five-year lease renewal between the City and Yours and Myan Imports, LLC. continuing their lease of Unit, A on Lazy Way Lane at the Historic Seaport.	X	
12/10/25 [Withdrawn]		WITHDRAWN - Requesting the City Manager negotiate a Lease Agreement with Shrimiboat Sound Key West, LLC, for the recording studio located on Lazy Way Lane, formerly occupied by Sails in Concert, Inc; Providing for review or lease terms by the Bight Board and the Community Redevelopment Agency.	X (draft lease would have come back to Board which would have recommended approval by CRA)	

1/14/26 [postponed]		Approving and recommending the CRA award the bid to Sharp Edge Construction, Inc., in response to ITB No. 25-021, in the total amount of \$452,243.00, for the 201 William Street Spalling Repair Project - Historic Seaport (KB75022602); Authorizing the City Manager to execute all necessary documents in conformance with the bid documents, subject to the consent of the City Attorney.	X	
1/14/26	2/11/25	Approving and recommending the CRA approve and execute the five-year lease renewal between Dragonfly Key West, LLC continuing their Lease of Unit G on Lazy Way Lane at the Historic Seaport.	X	
1/14/26	2/11/25	Approving Task Order #13 for the "Vanilla-Box" Renovation of 276 Margaret Street to Sea Tech of the Florida Keys, Inc., under their Construction Services Contract in the amount of \$463,199.40 and approving necessary budget transfers.	X	
MARINA				
2/12/25	3/4/25	[Recommending] Approving Task Order #3 for Bid Support and Construction Administration Services for Key West Bight Ferry Terminal Revitalization and Shoreline Stabilization Project to Tetra Tech, Inc. in the amount of \$234,976.	X	
2/12/25	3/4/25	Recommending the CRA Award the bid of Gemstone RDI JV in response to Invitation to Bid ITB #25-003 Schooner Floating Docks Replacement at the Key West Bight Marina in the amount of \$1,045,700.	X	
2/12/25	4/1/25	[Recommending] Approving increased transient rates at the Key West Bight Marina.	X	
3/12/25 [Did not pass]		Recommending the CRA approve the Key West Bight Commercial Slip Lottery. [lottery instead of wait list for assignment of auto-renewing commercial dockage; Girard is not on the wait list]	X	

4/9/25 KWBB voted to reject all bids and re- bid	5/6/25 City Commission (CRA) voted to approve staff's pick – Gemstone RDI JV	Recommending the CRA award the Bid of Gemstone RDI JV in response to Invitation to Bid (ITB #25-009) Re-Bid: Schooner Wharf Floating Docks Replacement at the Key West Bight Marina in the amount of \$1,020,000.00; waiving minor formalities; authorizing the City Manager to execute necessary documents in conformance with the contract documents, upon consent of the City Attorney; authorizing any necessary budget transfer(s)	X	
4/9/25 [Did not pass]		Directing staff to rearrange current marina tenants in order to moor a schooner at the end of Greene Street.		X
4/9/25 [Failed for lack of a second]		Resolution [recommending] to create a commercial dockage agreement addendum to apply only to wooden hulled schooners that summer away from the Key West Bight, allowing a substitute vessel for a set period of time. [tenant/management conflict]	X	
5/14/25 Withdrawn		[Recommending] Creating a Commercial Dockage Agreement Addendum to apply only to wooden hulled schooners that summer away from the Key West Bight, allowing a substitute vessel for a set period of time. [tenant/management conflict]	X	
5/14/25	6/4/25	Recommending the CRA reject all bids received in response to Invitation to Bid (ITB) #25-008 Piling Replacement / H2 Dock Extension / Cantilever Walkway Repairs - Key West Bight Marina pursuant to Section 2-834(4) of the Code of Ordinances.	X	
8/13/25	9/3/25	Recommending Approval of the Sale of Key West Eco Tours to William and Jennifer Litmer (Honest Dolphin Boat, LLC).	X	
8/13/25	9/3/25	Recommending the CRA award the Bid to Gemstone RDI JV in response to Invitation to Bid (ITB) #25-011 Re-Bid: Piling Replacement / H2 Dock Extension / Cantilever Walkway Repairs - Key West Bight Marina in the amount of \$1,098,055.	X	

11/12/25 [Did not pass]		Recommending the CRA approve additional costs associated with a construction postponement to Gemstone RDI JV in (ITB #25-009 Re-Bid: Schooner Floating Docks Replacement) in the amount not to exceed \$168,000.	X	
12/10/25 [Staff directed to come back to Board with wet slip options]		Requesting the City Manager negotiate a Dockage Agreement with Seth Salzman for a slip for a historic schooner at Key West Bight. [tenant/management conflict]		X

Link to agendas and minutes and back-up documents:

<https://keywest.legistar.com/DepartmentDetail.aspx?ID=10211&GUID=E20DB8DF-8283-4D64-952F-DA329DD05DFE>

Note: The City Commission sits as the Community Redevelopment Agency board (CRA).

Total Number of Action Items (November 2024 through January 2026 = 15 months): 46 (not including those withdrawn)

Number of resolutions subject to final approval by City Commission (CRA): 43/46 = 93.5%

<u>Type of Action Item</u>	<u>Number of Action Items</u>	<u>% of Total Number of Action Items</u>
Upland	25	54.3%
General Operations	9	19.6%
Marina	12	26.0%
- Transient dockage (visitors):	1	
- Infrastructure:	6	
- Comm. dockage:	5	
• Policy: Wooden-hulled schooners dockage agreements:	1	
• Where to place schooners in marina:	2	
• Policy: Lottery v wait list for next open commercial wet slip:	1	
• Sale and Transfer of one commercial wet slip use right:	1	

Number of voting conflicts determined by office of City Attorney for Girard in 15 months serving on Bight Board: 0

Schafer, Grayden

From: Schafer, Grayden
Sent: Friday, February 20, 2026 1:43 PM
To: arnaudgirardkwbightboard@gmail.com
Cc: Steverson, Kathryn
Subject: Additional Questions

Mr. Girard:

Thank you for taking the time with me today on the phone. We discussed the following questions during our conversation, but I wanted to submit them to you in writing as well. If you would, please provide your answers in a written reply to this email.

1. Am I correct in understanding—based on the tenant information that you provided—that while the Bight Board makes recommendations to the CRA concerning approving individual upland leases, it makes no recommendations concerning marina leases?
2. Regarding the marina leases, do tenants contract with the Bight Board or the CRA? Please provide a written copy of your lease as part of the answer to this question.
3. Am I correct in understanding that, despite the Bight ordinance allowing for the Bight Board to set marina rental rates/lease terms, the Bight Board, in practice, just makes recommendations to the CRA concerning marina rental rates/lease terms?
4. Am I correct in understanding that you are willing to have your inquiry treated as a formal opinion for consideration by the full Ethics Commission during a public Commission meeting?

Thank you, and I hope you have a good weekend.

Gray Schafer
Assistant General Counsel
Florida Commission on Ethics
(850)-488-7864

Schafer, Grayden

From: Arnaud <arnaudgirardkwightboard@gmail.com>
Sent: Monday, February 23, 2026 4:46 PM
To: Schafer, Grayden
Cc: Steverson, Kathryn
Subject: Re: Additional Questions
Attachments: EXECUTED agreement with CRA -- LEASE 2-1-2024 kw marine assistance.pdf

Good day Mr. Schafer,

Please see my responses in blue below.

Thank you.

Best regards.
Arnaud Girard

On Fri, Feb 20, 2026 at 1:43 PM Schafer, Grayden <SCHAFFER.GRAYDEN@leg.state.fl.us> wrote:

Mr. Girard:

Thank you for taking the time with me today on the phone. We discussed the following questions during our conversation, but I wanted to submit them to you in writing as well. If you would, please provide your answers in a written reply to this email.

1. Am I correct in understanding—based on the tenant information that you provided—that while the Bight Board makes recommendations to the CRA concerning approving individual upland leases, it makes no recommendations concerning marina leases? That is correct: The CRA approves the templates which are used by the Bight Manager to enter into dockage agreements for use of wet slips. The Bight Manager is hired/fired by the City Manager who is hired/fired by the City Commission not the Key West Bight Board or the CRA.
2. Regarding the marina leases, do tenants contract with the Bight Board or the CRA? Please provide a written copy of your lease as part of the answer to this question. Yes. All leases, including all marina leases, are with the CRA not the Bight Board. (See attached most recent executed dockage agreement between myself and the CRA.)
3. Am I correct in understanding that, despite the Bight ordinance allowing for the Bight Board to set marina rental rates/lease terms, the Bight Board, in practice, just makes recommendations to the CRA concerning marina rental rates/lease terms? Yes, in practice, (as overseen by the office of the City Attorney) the Board sends

recommendations to the CRA regarding all rental rates/lease terms, including for the marina, and the CRA has final approval.

4. Am I correct in understanding that you are willing to have your inquiry treated as a formal opinion for consideration by the full Ethics Commission during a public Commission meeting? I spoke with Monica Haskell, the City Commissioner who appointed me. She is concerned by the shadow of this issue remaining over her appointee. Are we required to go through the formal opinion process? If it is possible to obtain an informal opinion my commissioner and I would prefer this option. My desire is only to serve my community but, of course, only in compliance with the law. I thank you for helping us try to do just that.

Thank you, and I hope you have a good weekend.

Gray Schafer

Assistant General Counsel

Florida Commission on Ethics

(850)-488-7864

KEY WEST BIGHT COMMERCIAL DOCKAGE AGREEMENT

This Agreement is made between the Carolina Street Corridor and Bahama Village Community Redevelopment Agency (hereinafter referred to as 'CRA'), and the person or entity named below (hereinafter referred to as 'Owner')

Owner is identified as follows: Key West Marine Assistance LLC D.I. # FL G663-007-57-162-0
Name(s): Arnaud GIRARD D'ALBISSIN E-mail keywestmarineassistance@yahoo.com
Billing Address: 1214 Newton St. Home Phone 305-731-7299
City and State: Key West, FL 33040 Cell Phone 305-731-7299
Business Address: (same) Business Phone 305-731-7299
City and State: (same) Emergency contact Naja 305-304-6882
Corporate documents furnished Partnership documents furnished _____

Notice Address (if blank then same as above):

Home Address: _____ Home Phone: _____

City and State: _____ Cell Phone: _____

Type of Vessel: **Commercial** (describe) marine salvage / tow vessel

Name of Owners Representative (if any): Arnaud GIRARD D'ALBISSIN

Address: (same) Home Phone: (same)

City and State: _____ Cell Phone: _____

Name of Vessel: "Magic Penny" Make: custom Year: 1977

Overall length: 23' Beam: 7' Draft: 2'

Registration: FL 5143BH Documentation: _____

Type: P _____ Gas _____ Diesel Power Sail _____

Carrier of Insurance on Vessel: Aspen Insurance UK, Ltd

Address: 30 Fenchurch St., London, EC3M 3BD, UK

In consideration for the covenants and conditions hereinafter set forth, CRA and Owner agree as follows

1. Purpose

In return for payments and other valuable consideration and covenants as set out below, CRA desires to provide dockage space for the temporary use of Owner, who desires to purchase the right for temporary use of such space through regular payments and through faithful performance of the covenants and stipulations herein. The permitted use of said vessel is limited to commercial operations, specifically described as marine assistance / tow / salvage. Owner agrees that the vessel shall not be used or rented for purposes of domicile or overnight residence while moored in the dockage space. The Marina Manager of the City of Key West must approve any change in use.

Owner agrees to be responsible to CRA and pay for any and all loss or damages to the docks, floats or other facilities caused by Owners vessel or Owner, his agents, servants, and/or employees whether caused by negligence or not, and further to hold CRA harmless for any of the foregoing. Further, Owner agrees to be responsible for damages, which Owner or Owners vessel may cause to other vessels in the Marina.

2. Dockage Space

The certain dockage space to be used by Owner is identified as berth 2 on Pier T in the Key West Bight Marina of the CRA of the City of Key West, Florida. Said berthing space is for the exclusive purpose of docking the above-named vessel only, or another vessel of similar size and use as a replacement for the vessel, subject to the approval of the Port Operations Director of the City of Key West. CRA reserves the right to relocate Owner's vessel to an alternate location within the Marina at its sole discretion, draft, beam (width), and overall length will be the determining factors for slip assignments of commercial vessels.

3. Term

The term of this agreement shall commence on the 1st day of February, 2024, and thereafter on a month-to-month basis until terminated as provided for by the terms of this Agreement. The Agreement is effective when signed by both parties.

This agreement shall constitute a month-to-month tenancy, with all rights and responsibilities as created by Chapter 83 of the Florida Statutes. Owner shall have the first right of renewal for the leased space. Notice of offer of renewal shall be sent to Owner by CRA in the form of an invoice prior to the expiration of the term of this agreement. Acceptance shall be made by payment of the invoice in the amount indicated. The right of Owner to occupy the leased slip shall continue on a month-to-month basis unless and until terminated as described in paragraph 25 of this agreement. Failure to give notice as provided in paragraph 25(a) will result in automatic renewal of lease term and obligations thereunder.

4. Third Party Use

CRA shall have the right to grant permission to a third party to use Owner's berth whenever Owner's vessel is absent for more than 24 hours, and to receive revenue therefrom without accounting to Owner. Owners of vessels leaving the marina for more than 24 hours duration shall notify the CRA's dockmaster at least 24 hours in advance of departure.

5. Rental Rate

Regular Monthly dockage and Service Charges

Account Number C0008740

Base Rent	\$ _____ per Foot	\$ <u>850.54</u> Per Month
Certified Passenger	\$ _____ per Person	\$ <u>63.79</u> Per Month <i>TAX</i>
Live-aboard Fee	\$ _____ per Person	\$ <u>5.00</u> Per Month <i>Admin fee</i>
Administrative Fee	\$ _____ Per Month	
Sales Tax (7.5%)	\$ _____ Per Month	
Total Monthly Billing \$		<u>\$919.33</u> Per Month

Returned checks will be assessed the maximum amount provided in Florida Statutes Section 166.251. Owner agrees to pay for utility service in accordance with the schedule of charges set by each utility. Nonpayment of any correctly billed utility charge shall be considered a material breach of this Agreement and shall be grounds for termination as set forth herein.

The base rental rate shall be adjusted, at the commencement of each fiscal year for the City of Key West by increasing the previous fiscal year rent by the average change in the U.S. Department of Commerce Consumer Price Index (CPI) for All Urban Consumers, as reported by the Bureau of Labor Statistics for the 12 months prior to the renewal date.

6. Deposit

Owner shall deposit a sum equal to one month's slip rental (\$ 919.33) as security for damage, utilities and/or rents. The deposit shall be held by the CRA and may be commingled with other CRA and City of Key West funds. Any remaining balance of the deposit shall be paid to Owner by CRA only after deposit funds have been applied to any outstanding balance owed by Owner to CRA.

7. Payments Due

Rental payments are due and payable monthly in advance by the first day of each calendar month. Payment may be made at the Key West Bight offices, 201 William Street, Key West Florida between the hours of 8:00 a.m. and 4:00 p.m. Monday thru Friday, holidays excluded. Payments may be mailed to Key West Bight Marina, P.O. 1409, Key West, Florida, 33041-1409.

8. Late Payments

Any rental payment not received by CRA by 5:00 p.m., the 5th day of the month is subject to a fifteen (15) percent penalty charge.

9. Notice to Owner

Owner agrees that notice of the actions or intention of CRA is binding upon Owner if delivery by certified mail is attempted at the address provided by Owner in the beginning of this Agreement or if hand delivery is attempted at the address by an authorized employee of the CRA, or if posted on the vessel.

10. Changes in Information

Owner agrees to deliver to CRA, c/o Key West Bight Marina, 201 William Street, Key West, Florida, written notice of any change in any of the information furnished by the Owner in this agreement. Such notice may be mailed by certified mail, return receipt requested, to Key West Bight Marina, P.O. Box 1409, Key West, Florida, 33041-1409. All such changes must be in writing, and CRA is not responsible for any notices given by Owner verbally or by telephone.

AGA Initial

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11. Default, Removal, Sale

Prompt and timely delivery of all payments due for the use of rented dockage space and strict observance of the Rules and Regulations made a part hereof, are essential conditions upon which this Agreement is made and accepted. Any failure by Owner to comply with each of said terms shall constitute a default by Owner and shall give CRA the right at its option to terminate this Agreement and any license Owner may have hereunder. CRA may so terminate by mailing to Owner a notice of termination in the manner provided by Paragraph 9 above at least three (3) days prior to the effective date of termination. CRA may retain any prepaid rent as liquidated damages and such damages shall not be considered a penalty. If Owner fails to vacate the dockage space within seven (7) days after delivery of said notice as provided in Paragraph 9, CRA shall have the right at its option

a) to board the vessel and, by its own power or by placing it in tow, remove from the dockage space and from all property of CRA both the vessel and any other personal property of Owner found in or adjacent to the dockage space. Said vessel and personal property shall be removed to a dockage or mooring chosen at the discretion of CRA and Owner hereby designates CRA as its attorney-in-fact for the purpose of acting in its place for purposes of such removal and relocation, and agrees that CRA and its designee(s) shall be required only to exercise ordinary and reasonable care in such purposes. Owner hereby releases and relieves CRA and its designee(s) from loss or damages occurring during such removal performed in the exercise of ordinary and reasonable care. Owner further agrees to pay all costs incurred by CRA in the removing, relocation and/or storage of the vessel and personal property, including but not limited to wages, insurance premiums, towing fees, dockage and storage costs, all of which shall become a lien upon the vessel, and

b) to pursue any remedy provided by state or federal law; and

c) to sell the vessel at a nonjudicial sale pursuant to Florida Statutes Section 328.17. The provisions of this statute for nonjudicial sale of a vessel are hereby specifically included and incorporated in this Agreement as an additional remedy available to CRA.

d) Non-payment of rent for documented vessels shall result in proceedings as authorized pursuant to Federal law including but not limited to arrest of the vessel and sale pursuant to Court Order.

12. Lien, Attorneys Fees

Owner agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by CRA in the collection of any unpaid sums due under this Agreement or by Owner's default in performance of any of the conditions or covenants stated herein or in the Rule and Regulations governing the dockage space and adjacent premises. Owner agrees that CRA shall have a lien against the vessel, its appurtenances and contents, for such unpaid sums, or for any damage to docks, other vessels or property, or to invitees of CRA caused by Owner or the vessel.

13. Release, Indemnity

This Agreement is for berthing space only, and such space is to be used at the sole risk of Owner. Owner hereby agrees that CRA shall not be liable for the care, protection or security of the vessel, its appurtenances or contents, or of any of Owners personal property, guests, passengers or invitees, or for any loss or damage of any kind to the same due to fire, theft, vandalism, collision, equipment failure, windstorm, hurricane, rains or other calamities. Owner agrees that there is no warranty of any kind as to the condition of the seawall, docks, piers, walks, gangways, ramps, mooring gear or electrical and water services, and that CRA is not responsible for injuries to persons or property

cel

occurring on CRA's property. Owner, personally and for its family, heirs, and assigns, and any other parties in interest, hereby releases and agrees to hold CRA harmless from all liability to them for personal injury, loss of life, and property damage. Owner, personally and for its family, heirs and assigns, and other parties in interest agrees to indemnify CRA for all liability for personal injury, loss of life, and property damage to Owner, family, heirs, assigns, agents, employees, invitees and guests caused by fault of Owner including other guests and vessels in the marina. This release and indemnification shall include, but not be limited to (1) acts in connection with Owners vessel, motors and accessories while it is on or near CRA's property including the rented space, or while it is being moved, or docked, (2) loss or damage to Owners vessel, motors and accessories and contents or other personal property due to fire, theft, vandalism, collision, equipment failure, windstorm, rain or hurricane or any other casualty loss; and (3) causes of action arising out of the use of any adjacent pier or docking facilities or walkways giving access thereto. Owner further agrees to indemnify CRA for all damages or losses caused by or arising from fault of Owner's vessel and appurtenances, personal property, guests, passengers, family or invitees including other guests and vessels in the marina. The indemnification provided herein shall include, but not be limited to all costs, expenses and reasonable attorneys fees, including appellate attorneys fees, reasonably incurred by CRA; provided, however that CRA shall give Owner written notice of any such claim within time to reasonably allow Owner to appear and defend or pay and discharge such claim. At its option, CRA may defend against such claims and by so doing shall not waive or discharge Owner from its obligations to defend and indemnify as herein contained.

14. Insurance

Lessee agrees that Lessor is not in any way an insurer of Lessee's vessel, property, family, invitees, employees, agents, passengers or guest. Lessee hereby agrees to maintain and pay for a marine insurance policy providing such protection and indemnity throughout the term of this Agreement. Said policy of protection and indemnity shall protect Lessor and Lessee from all liability for injury to any persons or property which may arise in connection with the operation of or conduct of Lessee or its vessel, equipment, agents, invitees, passengers, guests or employees.

Lessee hereby agrees to maintain and pay for, and provide current Certificate of Insurance at all times evidencing the following coverages:

- Protection & Indemnity limits of a minimum of \$1,000,000 Per Occurrence

- Removal of Wreck coverage included in Protection & Indemnity limit

- Vessel Pollution Coverage included in a minimum amount of \$800,000

- Crew coverage as required by the Federal Jones Act as applicable

- Any other insurance coverage as required by law

- Lessor listed as certificate holder for purposes of notification of cancellation, termination, or renewal

- Lessor listed as Additional Insured

15. Proof of Ownership; Change in Ownership

Prior to exercising any rights whatsoever pursuant to the terms of this Agreement, and at such times during the term of the Agreement at CRA's request, Owner shall furnish to CRA for its review an original or certified copy of proof of ownership of the vessel. Proof shall consist of an original or certified copy of a state registered title to the vessel or documentation by the United States Coast Guard.

In all cases, the name of the managing director, partner or operator of the business shall be furnished to the CRA. If the individual identified as the managing director, partner, or operator of the vessel

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changes, notice shall be given to the Port Operations Director or Key West Bight Manager in writing, addressed as provided in Paragraph 10. A change of managing partner, managing director or operator of the vessel and business is subject to approval by the Key West Bight Management District Board of City.

Except as provided herein, this dockage agreement is not transferable to a new owner, nor shall the slip transfer to a new owner of the vessel without the prior consent of the Key West Bight Management District Board. In the event that both the business and the vessel are sold by Owner to a single purchaser, as evidenced by appropriate proof of sale such as transfer of City and County occupational licenses, transfer of title to the vessel, transfer of telephone number and credit card operations, and provided that said purchaser meets all qualifications required under this Agreement, the purchaser shall have the option of entering into a new dockage agreement for the subject berth upon the same terms and conditions as are offered at the time by CRA to other Owners.

If Owner is a corporation, partnership or other business entity, the names of all persons owning an interest and the percentage of ownership shall be submitted in writing to the CRA. If Owner is a corporation, partnership or other business entity, any proposed sale or transfer of any percentage of such interest therein shall be submitted in writing to CRA prior to the transfer. The sale or transfer of any such interest without prior notice to CRA shall constitute a material breach of this Agreement. The sale of 51% or more of the stock in a corporation to another individual, partnership or corporation shall constitute an assignment of this Agreement requiring approval by the Key West Bight Management District Board. The sale of a partnership interest constituting 50% or more of the partnership shall constitute an assignment of this Agreement requiring approval by the Key West Bight Management District Board.

Upon change of ownership or a controlling interest in a corporation or a partnership, as described herein, requiring approval of the Key West Bight Management District Board, Owner shall pay to the CRA a transfer fee of \$400.00.

16. Person Signing

The person signing below as an individual or in a corporate capacity, does hereby certify that the description of the above vessel is correct and that he/she is or is authorized to act on behalf of the registered, lawful owner of the vessel, and is authorized to subject the vessel to all provisions of this Agreement, including but not limited to those providing for liens against it.

17. Dockage to Signer and Particular Vessel Only; Partners and Shareholders Bound

Owner agrees that part ownership of the vessel does not in any way create for CRA any obligation to furnish dockage space to any partner or shareholder other than the original partners or shareholders entering into this Agreement, or to any vessel other than that described herein, whether or not the partnership or corporation is dissolved for any reason whatsoever. In the event of dissolution of a partnership or corporation, or the withdrawal of a part-owner, all parties shall nonetheless be bound by the terms of this Agreement and be obligated for the payment of all sums due, and for the strict performance of all its covenants and conditions.

18. Government Laws and Marina Regulations

Owner agrees to comply with all federal, state, and local laws pertinent to any subject matter of this agreement, including but not limited to those pertaining to marinas and boating. Owner further agrees to comply with all Marina Rules and Regulations, which are hereby incorporated and by reference made a part hereof, and which may be established from time to time by CRA. Owner

further agrees to abide by all amendments to said regulations duly established by CRA during the term of this Agreement, provided, however, that CRA shall afford Owner 15 days written notice, delivered in accordance with Paragraph 9 above, prior to implementing any such duly enacted amendments

Owner agrees that any emergencies involving the vessel will be handled at the CRA's discretion, and the Owner shall bear all expenses and risks of such an emergency. In the event of an emergency in the Owners absence, the CRA is authorized to take whatever steps are necessary to protect the facilities and waters of the Marina. Any towing charges or repair charges accrued in handling such an emergency shall be at the expense of the Owner and shall constitute a lien upon the subject vessel until paid in full

19. Peaceable Use

Owner agrees to use peaceably the dockage space assigned hereby, and agrees not to do or allow, either individually or with others, any act which has the effect, in the sole judgment of CRA and its agents and employees, of disturbing the peace or of disturbing, inconveniencing or subjecting to physical jeopardy the marina premises, other persons, or other vessels. Owner further agrees to do no act which impedes or disrupts the orderly operation of the marina or any portion of it, including but not limited to marina management, operation and revenues

20. Sanitation Device

Owners vessel shall contain a marine sanitation device with current U.S. Coast Guard approval for marine use. Said device shall be properly installed, properly functioning, and used for all waste while the vessel is at dock. Failure to strictly comply with the provisions of this Paragraph shall be a default under this Agreement. Such device shall be not less than 15 gallons in capacity. CRA reserves the right to board and inspect Owner's vessel to determine compliance

21. Owners Inspection

Owner acknowledges having inspected the dockage space assigned from time to time by this Agreement, and hereby accepts it in "as is" condition for berthing the above-described vessel. Owner agrees that CRA makes no warranty, guarantee, or assertion of any kind whatsoever concerning the condition of the docks, pilings, piers, walks, gangways, ramps or berthing gear, and will not be responsible for injuries of any nature or cause including CRA's negligence, to persons or property on CRA's property or marina premises

22. CRA Inspection

Owner agrees that CRA shall have the right, upon 24 hours notice, to enter the vessel and dockage space during reasonable hours in order to determine whether Owner is in full compliance with the terms of this Agreement and all applicable laws and regulations

23. Owners Insolvency, Dissolution, Death, Incompetence

If Owner becomes insolvent or enters bankruptcy proceedings during the term of this Agreement, or is dissolved, dies or becomes legally incompetent, CRA is hereby irrevocably authorized, at its sole option, to cancel this Agreement as for a default. CRA may elect to accept rent from any receiver, trustee, or other judicially-appointed officer during said term without affecting CRA's rights under this Agreement, but no such officer shall otherwise have any right, title or interest under this Agreement

24. Assignment

Owner's rights under this Agreement shall not be assigned or transferred other than by approval by the Key West Bight Management District Board

25. Termination

This Agreement shall be terminated upon any one of the following conditions:

- (a) By Owner's written notice to CRA at address shown in Paragraph 9, not less than fifteen (15) days prior to the end of the calendar month.
- (b) By CRA's written notice to Owner, pursuant to Paragraph 9, not less than fifteen (15) days prior to the end of the calendar month of election to terminate.
- (c) By breach of any of the covenants or provisions of this Agreement, including the Rules and Regulations as provided by Paragraph 18 above, provided, however, that Owner shall be entitled to a single warning of any violation of said Marina Rules and Regulations delivered as provided in Paragraph 9, and shall have 5 days after such delivery in which to achieve compliance. Subsequent violations of the same Marina Regulations shall terminate this Agreement, and CRA shall not be required again to issue a warning. CRA shall provide written notice to Owner and the Agreement shall terminate 15 days after delivery or attempted delivery of the notice by certified mail or commercial courier.
- (d) By the dock becoming unserviceable for any reason, CRA may, but shall not be obligated to provide Owner with other available dockage space on an equal basis with other similarly situated Owners.
- (e) By sale or transfer of ownership or control of the vessel identified herein, unless such sale has the prior written approval of CRA's Manager, the City Manager of the City of Key West or designee.
- (f) By Owner's possession of any rights or interests of ownership, use, management or control whatsoever of more vessels or dockage spaces, or any combination thereof, in excess of the total number approved by current resolution of the CRA of Key West governing the Key West Bight Marina. Dockmaster is the authorized representative of CRA and the City of Key West.
- (g) Owner agrees not to remove its vessel from the marina until all fees and charges are paid in full. Further, Owner agrees to notify Dockmaster at least 24 hours in advance of Owners intent to remove vessel from the Marina
- (h) Owner agrees to remove all of Owner's equipment and possessions (including dock boxes) upon termination of this agreement.

26. Homeland Security

Owner understands and agrees that a term or terms of this Agreement may be superseded or altered by a rule or regulation of the State of Florida, Federal Department of Homeland Security or the United States Coast Guard, and in such event this Agreement shall be interpreted in accordance therewith. If such rule or regulation makes this Agreement impossible to perform, then the Agreement shall terminate.

27. Prior Agreements Terminated

Execution of this Agreement by the signatures of Owner and the Manager for the CRA shall operate to terminate any and all prior agreements, contracts and leases between the parties hereto

28. Time: CRA's Rights Cumulative

Time is of the essence of this Agreement. Owner agrees that CRA's rights under this Agreement are cumulative, and that CRA's failure to exercise any such right shall not operate to forfeit any of those rights.

29. Active Commercial Use. Commercial and Commercial Term Charter dockage agreements shall be issued to and held by only such vessels as are actively engaged in commercial operations described in paragraph 1 in an ongoing manner, subject to seasonal fluctuations in the industry and Force Majeure. Vessels determined, by the Director of Port & Marine Services, not to be actively engaged in commercial operations shall constitute default by Owner and shall give CRA the right at its option to terminate this agreement in the manner provided by paragraph 9 of the dockage agreement. Subsequent violations of this requirement shall terminate this agreement and CRA shall not be required again to issue warning as provided for in paragraph 25.

All Commercial and Commercial Term Charter lease holders shall maintain a detailed daily vessel trip log tracking number of guests and trips leaving the dock which will be available to staff upon request. In addition, a compilation of the vessels trip logs shall be provided to the Director of Port & Marine Services on a bi-annual basis. If it is determined that no active commercial operations have been conducted during the previous six months the Director of Port & Marine Services, at their sole discretion, has the right to terminate this agreement in the manner provided for in paragraph 9, and this action shall be final.

Definitions:

Actively Engaged. In general, it implies the deliberate and vigorous engagement or effort, with a high degree of volume, use, or participation.

Force Majeure. An event or effect that cannot be reasonably anticipated or controlled, including severe weather events and critical health issues.

30. Headings Not Part of Agreement

CRA and Owner agree that any heading which labels any paragraph herein is for convenience only, and shall not in any way be construed as affecting, limiting, expanding, or stating the contents, meaning, or intent of the paragraph or of this Agreement.

MARINA RULES AND REGULATIONS FOR THE KEY WEST BIGHT MARINA

DEFINITIONS

- **Lessor:** The City of Key West or its designee including Marina Manager and Dockmaster
- **Lessee:** Agreement holder at the Key West Bight Marina
- **Marina:** The Key West Bight Marina which includes the waters within Key West Bight leased by the Lessor from the State of Florida and the docks/structures/uplands owned by the Lessor
- **Marina Manager:** Person designated by Port and Marine Services Director to manage Key West Bight Marina.
- **Dockmaster:** Marina staff member responsible for day-to-day operations of Key West Bight Marina
- **Vessel:** means every description of watercraft or houseboat used or capable of being used as a means of transportation on water

Lessee also agrees to abide by and observe all new or modified rules and regulations established from time to time by Lessor with respect to the operation of the Marina.

RULES AND REGULATIONS

1. Any waterborne vehicle or structure entering the Marina is under jurisdiction of the Lessor, shall be berthed as directed and must meet the following criteria:
 - Must have a valid registration
 - Must be under their own power and navigable
2. Vessels in the Marina or wishing to come into the Marina must be in a good and safe condition and present a clean, orderly appearance and be maintained in a seaworthy fashion.
3. The Lessor shall have the right to inspect all vessels in the Marina including performing a marine survey to determine seaworthiness, their adherence to all local, state and federal regulations and marine sanitation device (MSD) regulations and reserves the right to evict vessels that are not meeting the requirements. Vessel owners will be given a maximum of 30-days to correct the deficiency unless additional time is approved by the Port and Marine Services Director.
4. No vessels within the Marina shall be operated in excess of the established speed limit of idle speed and no wake.
5. All vessels shall be tied up to Marina piers in a manner acceptable to the Lessor, or they may be removed. The Lessor reserves the right to properly secure any vessel to Marina piers and assess a service fee for doing so. No rafting of vessels is allowed at the Marina without prior approval from the Lessor.
6. The Lessor may authorize transfer of vessels from one berth to another and reserves the right to reassign berths to Lessee as may be necessary.

7. No persons will be allowed to reside permanently aboard any vessel berthed in the Marina unless they have a liveaboard dockage agreement or have been approved by the Lessor to do so, and are paying a liveaboard fee for each person living on the vessel.
8. Liveaboard vessels shall be Lessee occupied only. No renting, subleasing or caretaking is permitted. Vessel shall remain unoccupied when Lessee is not present.
9. No refuse shall be thrown overboard. Garbage shall be deposited in cans supplied for the purpose and other debris shall be placed where specified by the Lessor. No pumping of oil from bilge is allowed. Lessee shall be responsible for the actions and conduct of their guests.
10. No cleaning product containing bleach, phosphates or petroleum products shall be used on the exterior of any vessel or floating home, nor will these products be discharged upon the waters of the Marina.
11. Lessee shall be responsible for the actions and conduct of their guests. Disorder or indecorous conduct by a Lessee, occupant or visitors, which may offend a reasonable person, cause damage to property or harm the reputation of the Marina will be cause for an eviction. Noise will be kept to a minimum at all times.
12. All Lessees or their visitors will abide by the Marina's Clean Marina Designation and accompanying rules and regulations.
13. No swimming, diving or fishing is permitted within the Marina with the exception of entering the water to accomplish necessary repair work that has been approved by the Lessor.
14. Advertising and/ or solicitation of business on commercial vessels is subject to existing zoning laws and applicable Lessor ordinances.
15. No commercial activity by any Lessee will be allowed on Marina property or on vessels docked at the Marina without the prior approval of the Lessor.
16. Lessees will not be allowed to have two (2) vessels in a slip unless the second vessel is a dinghy that can be stored on-board.
17. All vessels using holding tanks must be pumped out on a regular basis.
18. Commercial Lessees are allowed one (1) white fiberglass or molded plastic dock box not to exceed 6' 2" long, 27 inches deep and 30 inches high. The Lessor will request in writing that the slip Lessee remove any non-conforming dock boxes. In the event the Lessee does not remove non-conforming dock boxes within 24 hours of written notice staff will remove the non-conforming dock box. Dock boxes must be bolted to the dock with the approval of Lessor. Hazardous materials of any nature may not be stored in dock boxes. In the event of a storm, Lessee agrees to remove anything stored in the dock box that may be harmful to people, the Marina, sea life, or water quality.

19. Commercial Lessees will be allowed a sign that is pre-approved and complies with the signage standard for the Marina. The Lessor will request in writing that the slip Lessee remove any non-conforming signs. In the event the Lessee does not remove non-conforming signs within 24 hours of written notice, Lessor will remove the non-conforming signs.
20. Lessee desiring to convert dock in any manner such as adding extra padding or buffer strips or installing mooring arms, or to make any use of utilities, must first secure the written permission of the Lessor and said Lessee may be required to pay additional charges for additional services or facilities. Improvements placed on the docks by the Lessee become the property of the Lessor when the space is vacated.
21. In general, an Lessee may do minor work on their own vessel if such work does not interfere with the rights and privileges of the other persons but an Lessee may not use the services of any other dealer, mechanic, craftsman or other person on the premises of Lessor without first securing prior approval of the Lessor. All work not minor in nature shall be approved by the Lessor before commencement. The use of electric sanders is prohibited. Generally major maintenance and repair will not be allowed at the Marina.
22. Docks, piers and Harbor Walk are to be kept clear at all times. No personal gear including but not limited to signs, tables, chairs, bicycles, umbrellas, pumps, generators, coolers etc. will be stored or kept on the docks at any time.
23. Use of non-rated UL power/extension cords in the Marina is prohibited. Non-rated UL power/extension cords will be removed immediately by the Lessor.
24. Recreational vessels with dockage agreements shall be non-liveaboard. Lessees of recreational vessels may reside on the vessel for up to eight (8) days a month maximum. Only Lessees can reside on the vessel during those days. Other people staying on the vessel without the Lessee present is not allowed.
25. Lessees with pets will not let the animals disturb other Lessees in any way and pets will be cleaned up after when walked. All pets will be leashed when off Lessee's vessel.
26. Any vessel which may sink in the Marina shall either be re-floated or removed by the Lessee within 72 hours or a fine of \$100.00 per day shall be levied. As a result of a storm event the Lessor will work with the Lessee to allow a reasonable amount of time for the vessel to be refloated or removed as long as the Lessee takes measures to prevent pollution liability within 48 hours after the storm event.

Signature Page

IN WITNESS WHEREOF, the parties have executed this Dockage Agreement on the dates indicated.


Owner:  _____

CRA Designee:  _____

Date: 1/26/24


Date: 1/29/2024

Signature and Title if Corporation

Signature:  _____, Managuy Vemba LLC
Key West Marine Assistance LLC

Date: 1/26/24

I hereby acknowledge receipt of the Rules and Regulations for the Marina.

 _____
Owner Signature

1/26/24
Date

Schafer, Grayden

From: Schafer, Grayden
Sent: Wednesday, April 1, 2026 3:20 PM
To: Schafer, Grayden
Subject: Correspondence about Opinion

From: Schafer, Grayden
Sent: Tuesday, February 24, 2026 11:16 AM
To: 'Arnaud' <arnaudgirardkwbightboard@gmail.com>
Cc: Steverson, Kathryn <STEVERSON.KATHRYN@leg.state.fl.us>
Subject: RE: Additional Questions

Mr. Girard:

Thank you for these responses, as well as for the lease. It is interesting that marina tenants contract with the CRA and not your Board.

In terms of whether this opinion needs to be a formal, I have spoken with our General Counsel, Steve Zuilkowski. He feels that, to receive an answer from our agency regarding your service on the Board, a formal opinion is required. There are two reasons why.

First, the prior letter that was withdrawn indicated you had a prohibited conflict. If I now am recommending the opposite—that you have no conflict based on the exemption that we discussed last week—our General Counsel feels that we need to ensure the Ethics Commission is aware of the situation and agrees with the recommendation.

Second, the exemption in question, found in Section 112.313(7)(b), Florida Statutes, depends on the facts of each unique situation. Our General Counsel believes the Ethics Commission may be interest in reviewing your situation before making a final determination that this exemption applies.

The advantage to obtaining a formal opinion from the full Commission is that it is a final, determinative answer to the questions being raised. It will carry more weight. If I were to only issue another letter, it would be only a non-binding recommendation from a staff attorney.

Please let me know if you consent to treating your inquiry as a formal opinion. Again, it will be the only way to receive an answer from our agency. If you wish to discuss this matter further with myself and the General Counsel, let me know and I will arrange a time for a phone call between us.

Thank you again for your patience in this process,

Gray Schafer

From: Arnaud <arnaudgirardkwbightboard@gmail.com>
Sent: Tuesday, February 24, 2026 12:58 PM
To: Schafer, Grayden <SCHAFER.GRAYDEN@leg.state.fl.us>

Cc: Steverson, Kathryn <STEVERSON.KATHRYN@leg.state.fl.us>

Subject: Re: Additional Questions

Thank you. I will talk it over with Commissioner Haskell and get back to you.

Arnaud Girard

Sent from my iPhone

From: Schafer, Grayden

Sent: Thursday, March 5, 2026 2:52 PM

To: 'Arnaud' <arnaudgirardkwightboard@gmail.com>

Cc: Steverson, Kathryn <STEVERSON.KATHRYN@leg.state.fl.us>

Subject: RE: Additional Questions

Mr. Girard:

Hope you are doing well. I am just following up to see if you have decided whether to pursue a formal opinion on your ethics inquiry. Let me know what you decide.

Thank you,

Gray Schafer

From: Arnaud <arnaudgirardkwightboard@gmail.com>

Sent: Monday, March 9, 2026 2:59 PM

To: Schafer, Grayden <SCHAFER.GRAYDEN@leg.state.fl.us>

Cc: Steverson, Kathryn <STEVERSON.KATHRYN@leg.state.fl.us>

Subject: Re: Additional Questions

Hello Mr. Schafer,

I took the time to further research the relevant legal issues. It seems to me that my position is "grandfathered in" as some of the jurisprudence regarding tenant/ board member relationships indicates. (See CEO 82-10, CEO 90-18, CEO 96-31, CEO 03-04, highlighted copies attached).

Summary of facts:

My contractual relationship (dockage agreement) predates my appointment to the Board.

My contractual relationship is with the CRA not with the Board.

The tenancy is a static relationship, automatically renewed every month and the rent is automatically increased every year.

The Board is de facto an advisory board.

The corpus of advisory decisions voted by the Board concern a large array of subjects which do not concern the leasing of commercial slips.

Am I understanding correctly that, at this point, you do not see an obvious legal or factual reason by

which my position on the Board is in clear violation of Chapter 112 Part III (Code of Ethics)?
If that is the case why move forward with expensive and time-consuming procedures?

Unless advised otherwise, I will simply recuse myself on the rare occasions that a conflict of interest arises.

Respectfully,

Arnaud Girard
(305) 731-7299

From: Schafer, Grayden
Sent: Wednesday, March 11, 2026 3:47 PM
To: arnaudgirardkwightboard@gmail.com
Cc: Steverson, Kathryn <STEVERSON.KATHRYN@leg.state.fl.us>; Zuilkowski, Steven <ZUILKOWSKI.STEVEN@leg.state.fl.us>
Subject: RE: Additional Questions

Mr. Girard:

Thank you for your response.

Just to clarify, any conversations that we have had—whether by email or over the phone—have concerned only my preliminary research on your inquiry. As we discussed, it appears your inquiry concerns a potential conflict under the second part of Section 112.313(7)(a), Florida Statutes. An argument could be made that, given your profession and the particular slot that you occupy on the Board, an exemption may apply under Section 112.313(7)(b), Florida Statutes. However, for the reasons detailed in my email to you on February 24, I cannot provide guidance as a staff attorney without taking this matter before the Commission in the context of a formal opinion.

You indicated that I do not see an “obvious legal or factual reason” as to the application of the Code of Ethics. To be very clear, there is a question here regarding the applicability of the second part of Section 112.313(7)(a). To address that issue, and any possible exemptions that apply, we will need to take the matter before the full Commission in the context of a formal opinion. Even if I recommend to the Commission that an exemption applies, that would be simply my recommendation as a staff attorney. I cannot guarantee whether the Commission would accept or reject my advice.

You mention several Commission opinions in your email, each of which deal with a grandfathering exception to Section 112.313(7)(a). See CEO 82-10, CEO 90-18, CEO 96-31, and CEO 03-04. However, these opinions analyze only the first part of Section 112.313(7)(a), which is whether a public officer has an employment or contractual relationship with an entity doing business with—or being regulated by—the officer’s agency. They do not discuss the second part of the statute, which is whether the public officer has an employment or contractual relationship that, in part, could impede the full and faithful performance of his or her duties. The Commission has been very clear that the grandfathering consideration only applies to the first part of Section 112.313(7)(a), not to the second part. See CEO 22-5, Question 1; CEO 09-1, Question 1; and CEO 97-15, Question 2. In your case, the analysis appears to hinge upon the applicability of the second part of the statute, and the grandfathering exemption then is not relevant.

You also summarize several other facts/considerations unique to your inquiry. These facts and considerations could be emphasized in an analysis under the second part of Section 112.313(7)(a), although—again—such an analysis would have to occur in the context of a formal opinion request.

In short, at this point, you can either proceed with your inquiry in the context of a formal opinion or you can withdraw your inquiry completely. Should you choose to withdraw your inquiry, the matter will be treated as having had no guidance provided.

Please let me know how you would like to proceed. And, as mentioned before, if you would like to discuss this further, I can arrange a phone call between ourselves and the Commission's General Counsel.

Thank you again,

Gray Schafer

From: Schafer, Grayden

Sent: Tuesday, March 17, 2026 4:55 PM

To: 'arnaudgirardkwightboard@gmail.com' <arnaudgirardkwightboard@gmail.com>

Cc: Steverson, Kathryn <STEVERSON.KATHRYN@leg.state.fl.us>; Zuilkowski, Steven <ZUILKOWSKI.STEVEN@leg.state.fl.us>

Subject: RE: Additional Questions

Mr. Girard:

Good afternoon. I am emailing to see if you have decided on whether to proceed with an advisory opinion on your ethics inquiry or whether you would like to withdraw your request. As mentioned in my previous email, if you choose to withdraw the request, the matter will be treated as having no guidance provided.

Due to internal deadlines, I will need to start working on an advisory opinion soon to have it ready for the Commission's April meeting. If you would, please let me know your decision no later than next Tuesday, April 24. If I have not heard from you by then, I will assume you no longer require an opinion and will close out your file as having no guidance provided.

Thank you,

Gray Schafer
Assistant General Counsel
Florida Commission on Ethics
(850)488-7864

From: Schafer, Grayden

Sent: Tuesday, March 17, 2026 4:59 PM

To: 'arnaudgirardkwightboard@gmail.com' <arnaudgirardkwightboard@gmail.com>

Cc: Steverson, Kathryn <STEVERSON.KATHRYN@leg.state.fl.us>; Zuilkowski, Steven <ZUILKOWSKI.STEVEN@leg.state.fl.us>

Subject: RE: Additional Questions

Mr. Girard:

I apologize for a typo regarding calendar dates in my email from a few minutes ago. If you would, please let me know whether you want to proceed with an advisory opinion or withdraw your request by next Tuesday, March 24. If I have not heard from you by then, I will assume you no longer require an opinion and will close out your file as having no guidance provided. Again, I apologize for any confusion.

Gray Schafer

From: Arnaud <arnaudgirardkwightboard@gmail.com>
Sent: Wednesday, March 18, 2026 9:26 AM
To: Schafer, Grayden <SCHAFER.GRAYDEN@leg.state.fl.us>
Cc: Steverson, Kathryn <STEVERSON.KATHRYN@leg.state.fl.us>; Zuilkowski, Steven <ZUILKOWSKI.STEVEN@leg.state.fl.us>
Subject: Re: Additional Questions

Hello Mr. Schafer,

I apologize. I somehow missed your March 11th email. Is it possible that we speak on the phone at some point this Friday?

Thank you.

Arnaud Girard

Sent from my iPhone

From: Schafer, Grayden
Sent: Wednesday, March 18, 2026 9:47 AM
To: 'Arnaud' <arnaudgirardkwightboard@gmail.com>
Cc: Steverson, Kathryn <STEVERSON.KATHRYN@leg.state.fl.us>; Zuilkowski, Steven <ZUILKOWSKI.STEVEN@leg.state.fl.us>
Subject: RE: Additional Questions

Yes, I already have several phone calls scheduled for Friday, but will be free on Friday morning between 9:00 AM and 10:30 AM, and Friday afternoon between 1:00 PM and 2:00 PM, and between 3:30 PM and 4:30 PM.

From: Arnaud <arnaudgirardkwightboard@gmail.com>
Sent: Wednesday, March 18, 2026 11:09 AM
To: Schafer, Grayden <SCHAFER.GRAYDEN@leg.state.fl.us>
Cc: Steverson, Kathryn <STEVERSON.KATHRYN@leg.state.fl.us>; Zuilkowski, Steven <ZUILKOWSKI.STEVEN@leg.state.fl.us>
Subject: Re: Additional Questions

Thank you. 9:00 am Friday works for me.

My number: (305) 731-7299.

Best regards,

Arnaud Girard

Sent from my iPhone

From: Schafer, Grayden
Sent: Wednesday, March 18, 2026 11:12 AM
To: 'Arnaud' <arnaudgirardkwightboard@gmail.com>
Cc: Steverson, Kathryn <STEVERSON.KATHRYN@leg.state.fl.us>; Zuilkowski, Steven <ZUILKOWSKI.STEVEN@leg.state.fl.us>
Subject: RE: Additional Questions

That sounds good. I will call you at 9:00 AM on Friday.

From: Arnaud <arnaudgirardkwightboard@gmail.com>
Sent: Tuesday, March 24, 2026 7:54 PM
To: Schafer, Grayden <SCHAFER.GRAYDEN@leg.state.fl.us>
Cc: Steverson, Kathryn <STEVERSON.KATHRYN@leg.state.fl.us>; Zuilkowski, Steven <ZUILKOWSKI.STEVEN@leg.state.fl.us>
Subject: Formal Inquiry

Hello Mr. Schafer,

I talked it over with my Commissioner and we think it's best to go forward with the formal request to the Commission.

Will you be sending me a copy of your draft opinion before filing it with the Commission?

Should I also file a brief?

Thank you again for your patience and all your advice and guidance.

Best regards,

Arnaud Girard

Sent from my iPhone

From: Schafer, Grayden
Sent: Wednesday, March 25, 2026 9:30 AM
To: 'Arnaud' <arnaudgirardkwightboard@gmail.com>
Cc: Steverson, Kathryn <STEVERSON.KATHRYN@leg.state.fl.us>; Zuilkowski, Steven <ZUILKOWSKI.STEVEN@leg.state.fl.us>
Subject: RE: Formal Inquiry

Good morning, Mr. Girard:

Thank you for letting me know. I will start to work on a draft of the opinion. The draft will be sent to you when the materials are mailed out to the Commission, which will be approximately two weeks before the meeting. Along with the draft, I will include a copy of all written correspondence between us, as well as any email attachments

that you have sent me. If you would like to provide additional materials, that is up to you, although it is not a requirement.

Please know that this is not an adversarial process. The goal here is to work with you in applying the ethics laws to your situation. If you choose, you may attend the Commission meeting and address the Commission at the time that the opinion is presented.

Let me know if you have further questions,

Gray Schafer