**[XXName] Public Mooring Field**

**Management Plan**

[Text preceded by “XX” or in brackets should be modified for the particular mooring field]

**Name:**

**Harbormaster:**

**Address: (## street), (city/town), FL (zip)**

**Phone: (\_\_\_) \_\_\_-\_\_\_\_**

**Fax: (\_\_\_) \_\_\_-\_\_\_\_**

**E-mail:**

**Latitude: Longitude:**

**Waterbody:**

 **XX Manatee zone?**

**FDEP Permit No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FDEP SSL Lease No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Facilities: ## Mooring Balls**

**Dinghy Dock to access upland facility**

**Pumpout Dock**

**# Male Showers, # Female Showers**

**# Washers and Dryers**

1. **INTENT OF MANAGEMENT PLAN**

This Management Plan (Plan) provides the framework for operation and use of the [XXName] Managed Mooring Field (Mooring Field) for [XX# of vessels preempting XX square feet in XXName of Waterbody]. The Plan is binding for the life of the permit and associated sovereign submerged lands lease. The provisions of this Plan relate to the entire Mooring Field [XX, associated dinghy dock for access to the upland support facility amenities, and sewage pumpout dock, or dock for mooring the pumpout vessel, upland support facility amenities]. This Plan applies to any vessels, owners, crew, guests, or any other persons entering the Mooring Field. Failure to comply with these rules and regulations shall constitute a violation of \_\_\_\_\_\_\_ City/County Ordinances and shall be sufficient grounds for ejection from the Mooring Field and legal action. A permanent XXsign or information kiosk is located at the [XXdinghy dock or give location].

1. **MOORING FIELD RULES AND REGULATIONS**

**2.1 Harbormaster Authority**

The Harbormaster shall enforce the provisions of [XX the Sovereign Submerged Lands Lease and] all permits granted for the Managed Mooring Field. The Harbormaster shall assign each vessel to a mooring. No vessel shall occupy any mooring without the approval of the Harbormaster. The transfer of vessels from one mooring to another must be authorized by the Harbormaster. Approaching vessels shall raise the Harbormaster on VHF Channel 16 or by phone at [XX] for assignment to a temporary mooring until all paperwork has been completed and the Harbormaster assigns that vessel to a mooring for the duration of the stay. Anchoring within the marked boundaries of the Mooring Field is prohibited unless approved by the Harbormaster. For safety, security, or other management considerations the Harbormaster may move or relocate any vessel from one mooring to any other mooring at the sole discretion of the Harbormaster.

Any violation of these Rules and Regulations may void the Mooring Rental Agreement and result in the ejection of the vessel from the Mooring Field, as well as the forfeiture of any part or all of the security deposit, at the sole discretion of the Harbormaster. The interpretation of these Rules and Regulations is the responsibility of the Harbormaster.

**2.2 Operational Vessels Only**

Only vessels in compliance with the United States Coast Guard (USCG) environmental and safety standards and Chapter 327, Florida Statutes, are authorized to moor at the Mooring Field. Only vessels in good operational condition, capable of maneuvering under their own power and with current registration or documentation are authorized to moor at the Mooring Field. The determination of whether a vessel is in good operational condition is the sole discretion of the Harbormaster. Vessels without integral or functional power for propulsion are prohibited from mooring at the Mooring Field.

**2.3 Vessel Equipment Requirements**

All vessels should have a dinghy or other small craft as an alternate means of conveyance to enable access to the Dinghy Dock and Harbormaster’s Office. In the absence of a dinghy, the vessel owner shall inform the Harbormaster at the time of entry into the Mooring Field. The lack of a dinghy shall not be cause to refuse the rental of a mooring. The Harbormaster may allow the use of a Mooring Field dinghy for the vessel occupants to access the upland property, if such a dinghy is available. It is the sole responsibility of vessel occupants to provide their own conveyance to the upland facilities. The City/County is under no obligation to own, operate, or maintain a dinghy for the exclusive use of mooring patrons.

**2.4** **Commercial Use of Moorings Prohibited**

Commercial activities and vessels engaged in commercial activities are prohibited in the Mooring Field. However, this does not prohibit commercial vessels from using the Mooring Field or its amenities. No advertising or soliciting shall be authorized on any vessel within the Mooring Field, with the exception of “for sale by owner” signs not to exceed 2 square feet in size. Each vessel shall be limited to a maximum of two (2) such signs. Use of moorings for brokerage purposes is strictly prohibited.

**2.5 Mooring of Vessels**

The mooring field will accommodate [fill in number] vessels excluding any dinghies that may be attached to parent vessels. All persons landing by vessel or dinghy must register at the Harbormaster’s Office within twelve (12) hours of landing. Vessels shall be moored in designated mooring areas only, as assigned by the Harbormaster. The sole method for securing a vessel to a mooring shall be by securing the bow of the vessel to the mooring buoy pendant. Securing the mooring to the stern of any vessel is prohibited. Additionally, the use of additional anchors to supplement the mooring provided is prohibited. Anchoring within the marked boundaries of the Mooring Field is prohibited unless approved by the Harbormaster. Dinghies shall be kept on board the vessel when not in use and shall not impede or restrict access to fairways or channels. Subleasing of the vessel or assignment of the rental agreement is prohibited. Rafting or mooring of more than one vessel to any buoy, without prior approval of the Harbormaster, is prohibited.

**2.5.1 Order of Mooring Assignment**

Vessels must be assigned to [XXMooring Areas A, B and C, or Numbers #, # and #] [XXprior to filling any of the [moorings within Mooring Area X or Numbered # through #].

**2.5.2 Length of Stay**

The mooring field will be open to the general public on a first come, first served basis. The mooring field XX[will potentially/will not] accommodate liveaboard vessels. XX[A liveaboard vessel as defined in the \_\_\_\_\_\_\_\_\_\_\_ Mooring Field Sovereign Submerged Land Lease] All moorings are available to vessels on a first come first, serve basis including transient vessels. [Number of] moorings will be reserved strictly for use by transient vessels, which moor for [(10/other #) days or less].

**2.6** **Illegal Activities Prohibited**

Any illegal activity within the Mooring Field is grounds for immediate prosecution under the provisions of Florida law. It is the intent of the City/County to prosecute each violation to the fullest extent of the law. If there is reasonable cause for suspicion of an illegal activity occurring in the Mooring Field, the appropriate authorities will be contacted immediately. \_\_\_\_\_\_\_\_ City/County has a zero tolerance policy for drug use or possession. Such use or possession shall be immediately prosecuted to the fullest extent of the law.

**2.7 Waste Management/Marine Pollution**

Discharge of solid, human and pet waste overboard within the Mooring Field is prohibited.

Upon entering the Mooring Field, vessels shall secure their sewage holding tank to ensure no overboard discharge. All holding tanks shall be emptied at a sewage pump out prior to mooring within the Mooring Field and prior to all extended departures from the mooring field greater than XXseven/five days.

All vessels will have to provide documentation to the Harbormaster of sewage tank pumpout within 24 hours of entering or re-entering the Mooring Field. Any vessel that cannot provide such documentation will be required to pumpout within 24 hours of mooring using the “[XXCity/County Ship Pump Out Program/ or name of pumpout vessel/ or land-based pumpout].

There shall be absolutely no overboard discharge of any sewage into any area of the Mooring Field except into a pumpout vessel. Pumpout stations are available at [XXName of land-based support facility], [or at XXName of Marina located approximately \_\_\_\_\_ miles [north/south/east/west] of the Mooring Field and [XXName Marina] located approximately \_\_\_\_\_ miles [north/south/east/west] of the Mooring Field. Regularly scheduled visits, on [XXdays], will be made by the XXCity/County] Ship Pump Out Program [name of vessel] vessel, which will provide sewage pump out service to vessels within the mooring field. In addition, the [name of pumpout vessel] vessel will be available [XXdays through XXdays] by reservation.

The Harbormaster will provide the contact number for the [name of pumpout vessel] vessel to mooring patrons in need of sewage tank pumpout services. All vessels with overnight or liveaboard occupants will be required to have their holding tanks pumped out no less than every seven (7) days minimum (XX or shorter time period)] without fail and shall provide documentation to the Harbormaster. Violation of this provision shall constitute grounds for immediate ejection from the Mooring Field and forfeiture of security deposit.

Logs to record pump outs and [inspections of seals on vessels without holding tanks] shall be maintained by the Harbormaster and made available for inspection upon reasonable notice. All collected sewage waste shall be discharged at the [\_\_\_\_\_ waste facility].

**2.8** **Use of Dinghy Dock**

The City/County will provide a dinghy dock to accommodate dinghies of Mooring Field customers at no charge on a first come, first served basis. Dinghy dock capacity will be XXten (10) percent of the total mooring spaces. No dinghy shall be left at the dinghy dock for more than twenty-four (24) continuous hours without prior authorization from the Harbormaster. Tying of dinghies by Mooring Field tenants or other non-Mooring Field vessel owners to the docks, piers and seawalls of [XXlocation or part of upland facility] is prohibited. Unattended dinghies found tied to the docks, piers and/or seawalls of the [XX location] will be considered abandoned and will be seized and impounded.

**2.9 Fueling Prohibited**

The fueling of vessels within the Mooring Field is prohibited. Vessel fueling is permitted at designated fueling stations, such as [XXName of Marina (gasoline only) located (north/east/other) of the Mooring Field, (Name) Marina (gasoline and diesel) and (Name) Marina (gasoline and diesel].

1. **RESPONSIBILITIES OF RENTERS/LICENSEES/TENANTS**

**3.1 Use of Vessel Pumpout Facilities**

Vessels moored at the Mooring Field are required to utilize nearby pumpout facilities (see Section 2.7) or the [XX name of Pumpout Program or Pumpout Vessel] pumpout vessel. Regularly scheduled visits, on [XXMondays/Saturdays/other named days], will be made by the [XXname of vessel] vessel, which will provide sewage removal from vessels within the Mooring Field. Those vessels utilizing a Type I or II Marine Sanitation Device are prohibited from discharging within the mooring field boundary and will be required to prove the functionality of its system or to seal its tank. Any use of its system must be in strict compliance with USCG and State regulations. All vessels are prohibited from discharging sewage within the mooring field boundary. All liveaboard vessels must provide the Harbormaster with documentation of pumpout once every [seven/or fewer days] from one of the available facilities. Such documentation will be required on a monthly basis and will be kept on file at the Harbormasters Office.

The Harbormaster, at their discretion, may require the placement of trace dye tablets into the holding tank of any vessel moored within the Mooring Field to verify that it meets zero discharge.

**3.2 Repairs Prohibited**

Boat repairs and the refitting of vessels, including any activities which could result in the discharge of materials into the water or within the Mooring Field, are prohibited. Minor repairs and maintenance work are prohibited, except minor emergency repairs may be conducted with the prior authorization of the Harbormaster. The Harbormaster shall be contacted in advance of any proposed work to verify compliance. Boat hull scraping and painting are prohibited in the mooring field and at the dinghy dock and sewage pumpout dock.

Additionally, only City/County staff or their contractors shall undertake and accomplish any repairs to docks, piers, moorings, or any other common area structures or appurtenances. Any unauthorized activity in violation of the above may result in ejection from the Mooring Field and forfeiture of security deposit.

**3.3 Waste Disposal/Trash Removal**

Discharge of any solid or liquid waste (human or pet) into the waters within the Mooring Field is prohibited. Violators are subject to immediate ejection from the Mooring Field and the Harbormaster will notify the appropriate authorities for enforcement action.

Garbage and recyclable goods from vessels moored at the mooring field must be transported and deposited ashore in Mooring Field receptacles. Vessel owners shall contact the Mooring Field Harbor Master regarding proper disposal of waste oil, rags, bilge socks, absorbents, anti-freeze, used fuel, and batteries. The Mooring Field does not accept any hazardous waste or materials for disposal.

Grey water generally includes water from showers, laundry, and sinks, but does not include wastewater from kitchen sinks. To minimize discharges, mooring field users are urged to use the laundry and showers available at the upland support facility.

**3.4 Prohibited Activities**

* Major repairs and refitting of vessels or associated equipment
* Charcoal, wood, or open flame burners (cooking stoves to be UL approved)
* Commercial activities, advertising, or soliciting, except as provided in section 2.4
* Disorderly, rowdy, or boisterous conduct; excessive noise that disrupts the quiet enjoyment of the Mooring Field by others
* Hanging laundry from the vessel in public view
* Anchoring within mooring field boundaries without prior approval from the Harbormaster

**3.5 Manatees & Other Protected Species/Feeding of Wildlife**

Vessel owners and their guests shall acquaint themselves with the publications and warnings available at the Harbormaster’s Office regarding safe operation in waters frequented by manatees and must abide by all laws, ordinances, rules and regulations governing the operation of watercraft in the presence of manatees**.** Harassment of Federal or State listed protected species is illegal and will not be tolerated. Lists of these species, such as brown pelicans, [XXlist other species], are available at the Harbormaster’s Office or on the Mooring Field information kiosk or display sign. All vessel owners and guests are prohibited from feeding or leaving food for wildlife, particularly birds or endangered species.

**3.6 Reporting of Fuel/Oil Spills**

Vessel owners shall contact the Harbormaster’s Office and USCG National Response Center Spill Hotline (800-424-8802) when an oil/fuel spill is discovered. Oil absorbent pads and containment booms are located at the Harbormaster’s Office and are available for deployment in the event of a spill. The use of detergents to break up oil spills is strictly prohibited.

**3.7 Vessel Cleaning**

Cleaning or washing vessels with detergents containing phosphates, chlorine, or petroleum distillates is prohibited within the Mooring Field.

**3.8 Non-tenant Use of Moorings Prohibited**

Non-tenants are prohibited from mooring within the Mooring Field without prior approval from the Harbormaster, except in cases of emergency or as otherwise provided in this Plan.

**3.9 Use of Parking Lot**

Parking facilities, except where otherwise indicated, are limited to use by Mooring Field vessel owners and guests. All vehicles must be operable and properly licensed and must display a valid parking permit issued by the Harbormaster. All bicycles must be kept at the bicycle rack provided in the common area when not in use. All vehicles must be removed within twenty-four (24) hours after the vessel vacates the Mooring Field.

**3.10 Use of Upland Laundry, Restrooms and Showers**

Laundry facilities, restrooms and showers designated for use by mooring field tenants are provided on the upland support facility.

**3.11 Grandfathered Vessels**

Any vessel within the boundaries of the Mooring Field at the time of adoption of this Management Plan by the City/County will be considered “grandfathered in” from the requirement to pay fees for mooring at the Mooring Field for a period of [six (6) months]. At the end of the [6-month term], the vessel will be required to pay stipulated fees or vacate the Mooring Field. All grandfathered vessels will be required to adhere to the remainder of the rules and regulations within this Plan, regardless of their status.

**3.12 Unauthorized Departure of Vessels**

A vessel owner shall not remove their vessel from the Mooring Field when the vessel has a delinquent dockage balance without authorization from the Harbormaster.

**3.13 Emergency Repairs**

As part of the lease agreement, tenants must grant consent to the Harbormaster such that in the event of an emergency, the Harbormaster has the authority to have necessary repairs made to the tenant’s vessel, as economically as possible. Emergencies include, but are not limited to: tropical storms and hurricanes; breakdown of a bilge, fuel, or sewage pump or any other leak; chafed or broken lines, or any other emergency that may imperil the vessel and possibly lead to sinking, damage to other vessels within the Mooring Field, or damage to the Mooring Field. The cost of these repairs, parts, labor and any other appropriate charges, will be billed to the vessel owner and payable within 24 hours of the vessel owner’s return or as provided by the Harbormaster**.**

1. **HURRICANES AND TROPICAL STORMS**

**4.1 Evacuation of Vessels for Storm Event**

The City’s/County’s Mooring Field is being designed for wind and waves up to, at a minimum, [xxtropical storm force winds/ xxCategory 1 Hurricane/ xxCategory 2 Hurricane/ xxCategory 3 Hurricane]. Mooringfacilities are generally not safe locations for vessels during strong named tropical storms or hurricanes andleaving vessels in mooring fields during such storms could result in significant damage to the vessels and the Mooring Field. The City/County advises vessel owners to exercise prudent and appropriate judgment on whether to remove their vessel from the Mooring Field in the event that a named tropical storm threatens the area. The City/County recommends that all vessels evacuate the Mooring Field at or before the time there is a declared hurricane warning. Tenants are advised that mooring equipment provided in the Mooring Field may not withstand hurricane or tropical storm or associated wind or tidal surge. All Mooring Field tenants are solely and totally responsible for any and all damages to their vessel and personal property and other persons, vessels, or property caused by their failure to remove their vessels from the Mooring Field in a timely fashion.

**5.0 SOVEREIGNTY SUBMERGED LANDS LEASE**

This mooring field and dinghy dock and sewage pumpout dock are also authorized under Sovereignty Submerged Lands Lease No. from the Board of Trustees of the Internal Improvement Trust Fund in accordance with Chapter 18-21, F.A.C.

The lease boundary includes the over-water surface area of the mooring field, encompassing all of the swing areas and square footage between the swing areas including internal thoroughfares. The lease boundary includes the preempted area for the dinghy dock and the sewage pumpout access dock that contains a temporary mooring area to access a fixed sewage pumpout and for the mooring of a sewage pumpout vessel. (or, state that these are part of the associated marina’s lease)

This Management Plan is referenced in the lease.