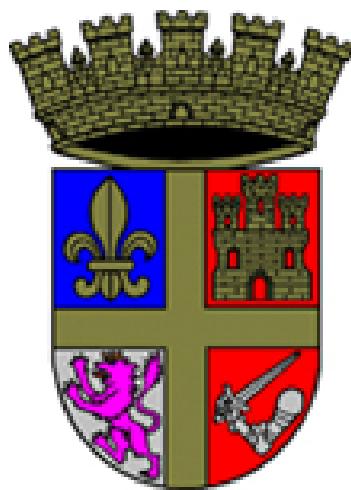


CITY OF ST. AUGUSTINE

HARBOR MANAGEMENT PLAN



DRAFT - As of 2-15-2008

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I. INTRODUCTION

It is the intent of the Harbor Management Plan (hereinafter called “Plan”) to provide the primary management responsibilities of the Harbormaster for the City of St. Augustine (hereinafter called “City of St. Augustine”). It is the stated purpose is to provide the City of St. Augustine and shore side amenities to accommodate the needs of as many responsible, considerate boaters as possible while protecting our environmental resources, navigational access, and the property of others.

The City of St. Augustine desires to provide safe, environmentally sound mooring areas, provide for clear navigational fairways; improve compliance with the Clean Vessel Act thereby improving water quality and ecosystem health of Matanzas Harbor; and provide boating safety and environmental awareness education to our resident and visitor boaters.

This Plan may be modified and changed as needed to address unanticipated issues and needs pursuant to the future authorizations of the State of Florida Department of Environmental Protection (DEP) and U.S. Army Corps of Engineers (USACE) and as deemed necessary by the City of St. Augustine. It may also become necessary or desirable to expand or otherwise modify the Mooring Fields to provide additional moorage to accommodate future demand. This expansion and/or modification may also include additional management issues and concerns resulting in a modification of this Plan. However, before any such modification becomes effective, these modifications to the Plan must be accepted by the DEP, USACE, and the City of St. Augustine.

The rules and procedures outlined in this Plan shall apply to any Vessel, its owner(s), crew, and guests entering Matanzas Harbor. Failure to comply with these rules shall be a violation of City of St. Augustine Ordinance.

II. DEFINITIONS

1. **“Abandoned Vessel”** means any Vessel that is left unattended long enough for the Vessel to become a hazard to other Vessels, unseaworthy, or a hazard to navigation regardless of it being properly registered.
2. **“Anchor”** means a piece of a Vessel's equipment designed to temporarily secure the Vessel in an anchorage or the act of anchoring. All anchors and lines will be considered ground tackle.
3. **“Anchorage” or “Mooring Agreement”** means an agreement or license between the Ports Manager and any person desiring to use a City anchorage area or Mooring Field, agreeing to the fees, rules, and regulations governing the same.
4. **“Anchoring Area”** means an area or areas designated for Vessels to moor temporarily using their own ground tackle (anchor).
5. **“Boating Accident”** means a collision, accident, or casualty involving a Vessel in or upon, or entering into or exiting from the water, including capsizing, collision with another Vessel or object, sinking, personal injury, death, disappearance of any person from on board under circumstances which indicate the possibility of death or injury or property damage to any Vessel or dock.
6. **“City”** means the City of St. Augustine, Florida.
7. **“City Resident”** means anyone residing within the City limits for any portion of the year who can provide a current driver's license showing a residential address in the City or valid identification, a current motor vehicle registration showing a residential address in the City, current Vessel Registration and **two** of the following proofs of residency:
 - a. Proof of ownership of their residentially used real property located within the City limits; or
 - b. Current lease for their residentially used property located within the City limits; or
 - c. Voter registration card demonstrating residency within the City limits; or
 - d. A bill for utility services in the name of the resident for residentially used property within the City limits.
8. **“Commercial Vessel”** means:
 - a. Any Vessel primarily engaged in the taking or landing of saltwater fish or saltwater products or freshwater fish or freshwater products, or any Vessel licensed pursuant to Section [370.06](#), Florida Statutes, used in the harvest of

commercial quantities of saltwater products taken from within and without the waters of this state for sale either to a consumer, retail dealer or wholesale dealer.

- b. Any other Vessel, except a recreational Vessel as defined in this section.
- 9. **“Dinghy”** means a Vessel of a maximum length not exceeding fourteen (14) feet and which serves as tender Vessel to a larger Vessel moored or anchored in Matanzas Harbor or Salt Run.
- 10. **“Derelict Vessel”** means any Vessel in a wrecked, junked, or substantially dismantled condition or abandoned upon any City waters or at any anchorage area or Mooring Field in City waters without the consent of the City or other agency having jurisdiction thereof or docked at any private property without the consent of the owner of the private property.
- 11. **“Floating Structure”** means a floating entity, with or without accommodations built thereon, which is not primarily used as a means of transportation on water but which serves purposes or provides services typically associated with a structure or other improvement to real property. The term “floating structure” includes, but is not limited to, each entity used as a residence, place of business or office with public access, hotel or motel, restaurant or lounge, clubhouse, meeting facility, storage or parking facility, mining platform, dredge, dragline or similar facility or entity represented as such. Floating Structures are expressly excluded from the definition of the term “Vessel” provided in this section. Incidental movement upon water or resting partially or entirely on the bottom, in and of itself, shall not preclude an entity from classification as a Floating Structure.
- 12. **“Harbormaster”** means the Harbormaster of the City. The Harbormaster shall have all rights, powers and duties as provided under the laws of the state and ordinances of the City.
- 13. **“Homemade Vessel”** means any Vessel built after October 31, 1972 for which a federal hull identification number is not required to be assigned by the manufacturer pursuant to federal law or any Vessel constructed or assembled for private, personal use prior to November 1, 1972 by other than a licensed manufacturer. A Vessel assembled from a manufacturer’s kit or constructed from an unfinished manufactured hull shall be considered to be a Homemade Vessel if such a Vessel is not required to have a hull identification number assigned by the U.S. Coast Guard. A rebuilt or reconstructed Vessel shall in no event be construed to be a Homemade Vessel.
- 14. **“Houseboat”** means any Vessel which is used primarily as a residence in a County of the State of Florida for a minimum of twenty-one (21) days during any thirty (30) day period and which use precludes the use of the Vessel as a means of transportation.

15. **“Length”** means the measurement from end to end of a Vessel over the deck and parallel to the centerline, excluding sheer.
16. **“Lien”** means a security interest which is reserved or created by a written agreement recorded with the Department of Highway Safety and Motor Vehicles pursuant to Section [328.15](#), Florida Statutes, which secures payment or performance of an obligation and which is generally valid against third parties.
17. **“Lien Holder”** means a person holding a security interest in a Vessel, which interest is recorded with the Department of Highway Safety and Motor Vehicles pursuant to Section [328.15](#), Florida Statutes.
18. **“Live-aboard Vessel”** means:
 - a. Any Vessel used solely as a residence; or
 - b. Any Vessel represented as a place of business, a professional or other commercial enterprise or a legal residence. A commercial fishing Vessel is expressly excluded from the term “Live-aboard Vessel.”
19. **“Marina”** means a licensed commercial facility which provides secured public moorings or dry storage for Vessels on a leased basis. A commercial establishment authorized by a licensed Vessel manufacturer as a dealership shall be considered a marina for non-judicial sale purposes.
20. **“Marine Sanitation Device (MSD)”** means any equipment other than a toilet, for installation on board a Vessel, which is designed to receive, retain, treat, or discharge sewage, and any process to treat such sewage. Marine Sanitation Device Types I, II and III shall be defined as provided in 33 C.F.R. part 159.
21. **“Marker”** means any channel mark or other aid to navigation, information or regulatory mark, isolated danger mark, safe water mark, special mark, inland waters obstruction mark or mooring buoy in, on or over the waters of the state or the shores thereof, and includes, but is not limited to, a sign, beacon, buoy or light.
22. **“Moor”** means the securing of a Vessel, by anchoring, attachment, or mooring, rafting to another Vessel, or tying to a dock, pier, pile, or wharf.
23. **“Mooring”** means a semi-permanent anchorage installation consisting of a heavy anchor, block, or attachment to the bottom, a rode, and a buoy and pennant used for securing a Vessel.
24. **“Mooring Field”** means an area designated by the City with a network of moorings.
25. **“Motorboat”** means any Vessel equipped with machinery for propulsion regardless of whether the propulsion machinery is in actual operation.

26. ***Navigational Channel*** means any area designated by the appropriate Federal, State, or local government agency for the purpose of Vessel traffic.

27. ***Navigation Rules*** means the International Navigational Rules Act of 1977, 33 U.S.C. appendix following Section 1602, as amended, including the annexes thereto, for Vessels on waters outside of established navigational lines of demarcation as specified in 33 C.F.R. part 80 or the Inland Navigational Rules Act of 1980, 33 U.S.C. ss. 2001 et seq., as amended, including the annexes thereto, for Vessels on all waters not outside of such lines of demarcation.

28. ***Nonresident*** means any individual, business or corporation which does not meet the definition of a City Resident.

29. ***Operate*** means to be in charge of or in command of or in actual physical control of a Vessel upon the waters of this state, or to exercise control over or to have responsibility for a Vessel's navigation or safety while the Vessel is underway upon the waters of this state, or to control or steer a Vessel being towed by another Vessel upon the waters of the state.

30. ***Owner*** means a Person, other than a lien holder, having a property interest in or title to a Vessel. The term includes a Person entitled to the use or possession of a Vessel subject to an interest of another Person reserved or created by agreement and securing payment of performance of an obligation. The term excludes a lessee under a lease not intended as security.

31. ***Person*** means an individual, partnership, firm, corporation, association or other legal entity.

32. ***Personal Watercraft*** means a Vessel less than sixteen (16) feet in length which uses an inboard motor powering a water jet pump as its primary source of motive power and which is designed to be operated by a person sitting, standing, or kneeling on the Vessel rather than in the conventional manner of sitting or standing inside the Vessel.

33. ***Plan*** refers to the Harbor Management Plan.

34. ***Portable Toilet*** means a device consisting of a lid, seat, containment Vessel and support structure which is specifically designed to receive, retain and discharge human waste and which is capable of being removed from a Vessel by hand.

35. ***Private Mooring*** means any mooring belonging to a Person other than the City of St. Augustine.

36. ***Prohibited Activity*** means such activity as will impede or disturb navigation or creates a safety hazard on waterways of this state.

37. ***Qualified Inspector*** means any person approved as an inspector of tackle by the Harbormaster.

38. ***Racing Shell, "Rowing Scull" or "Racing Kayak*** means a manually propelled Vessel which is recognized by national or international racing associations for use in competitive racing and in which all occupants, with the exception of a coxswain, if one is provided, row, scull or paddle and which is not designed to carry and does not carry any equipment not solely for competitive racing.

39. ***Recreational Vessel*** means any Vessel:

- a. Manufactured and used primarily for noncommercial purposes; or
- b. Leased, rented or chartered to a person for the person's noncommercial use.

40. ***Registration*** means a state operating license on a Vessel which is issued with an identifying number, an annual certificate of registration and a decal designating the year for which a registration fee is paid.

41. ***Registered Mooring Rental Agreement*** means the holder of a mooring space assigned to the holder by the Harbormaster.

42. ***Rules and Regulations*** are found within the City's Harbor Management Plan.

43. ***Sailboat*** means any Vessel using the wind as the sole source of propulsion.

44. ***Seaworthy Condition*** means a Vessel that complies with all applicable Federal, State, or local government agency regulations concerning equipment, operation, registration, and safety.

45. ***Unclaimed Vessel*** means any undocumented Vessel, including its machinery, rigging and accessories, which is in the physical possession of any marina, garage or repair shop for repairs, improvements or other work with the knowledge of the Vessel owner and for which the costs of such services have been unpaid for a period in excess of 90 days from the date written notice of the completed work is given by the marina, garage or repair shop to the Vessel owner.

46. ***Vessel*** is synonymous with boat as referenced in Section 1(b), Article VII of the Florida State Constitution and includes every description of watercraft, barge and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on water.

47. ***Vessel Registration*** means Federal, State, or international registration indicating the ownership of the Vessel to include its official number, port of registration and address of owner.

III. HARBOR MANAGEMENT RULES AND REGULATIONS

A. Authority of the City of St. Augustine and Harbormaster Responsibilities

1. **Authority to regulate waterways.** The City Commission has the right to regulate speed of Vessels and to regulate the use by Vessels of all waterways within the City limits and the conduct of all persons using the waterways consistent with and not in conflict with all federal and state regulations. All ordinances of the City regulating the conduct of persons on land shall apply to persons using waterways insofar as such ordinances are properly applicable.
2. **Harbormaster responsibilities.** The Harbormaster is responsible for the enforcement of the rules and regulations pertaining to the Mooring Fields.
3. **Authority to establish restricted areas.** The City Commission, in conjunction and coordination with the Florida Department of Environmental Protection, and, where required, the U.S. Army Corps of Engineers, shall exercise the authority to establish, by resolution, restricted areas on the waters of the City for any purpose deemed necessary for the safety of the public, including, but not limited to, Vessel speeds and Vessel traffic where such speeds are deemed necessary based on boating accidents, visibility, tides, congestion or other navigational hazards.

B. Rules and Regulations Governing the Mooring Rental Agreement

1. The Harbormaster will assign all moorings. A Vessel entering the Matanzas Harbor and Salt Run, with the purpose of mooring in a Mooring Field must immediately register with the Harbormaster. Vessel Captains desiring to moor at the City of St. Augustine shall contact the Harbormaster via radio or telephone prior to mooring, make arrangements for Vessel registration and receive an assignment of a mooring ball prior to entering the Mooring Field.
2. The Harbormaster operates and maintains mooring facilities in the City of St. Augustine for the use of yacht and/or Vessel Owners (Renter). The Renter will provide pertinent ownership and Vessel information to the Harbormaster in the Mooring Rental Application. All such applications shall contain the following information:
 - a. Name, address and telephone (work and home) of applicant;
 - b. Size and type of Vessel;
 - c. Overall length of Vessel;
 - d. Width of Vessel;
 - e. Draft of Vessel;

- f. Appropriate registration fee.
3. The Renter agrees to pay to City of St. Augustine in advance the Rental Rate as indicated below.
 - **Overnight rental.** Renter shall pay for one night's rental upon registering the Vessel.
 - **Transient (2 to 6 nights) rentals.** Renter shall pay for each night's rental upon registering the Vessel.
 - **Weekly rentals.** Renter shall pay for the first week's rent upon registering the Vessel. Subsequent week rents are due to the Harbormaster's office no later than the first day of the new week.
 - **Monthly rentals.** Renter shall pay for the first month's rental upon registering the Vessel. Subsequent monthly rentals are due no later than the first day of the next month. Renter's renting a mooring for three or more months shall also pay a refundable security deposit equal to one month's rent. Security deposits are payable at the time of signing said Mooring Rental Agreement and returned upon termination thereof, less any portion used as payment for any damages or unpaid rent.
 - **Annual rentals.** Renter shall pay for the first month's rental upon registering the Vessel. Subsequent monthly rentals are due no later than the first day of the next month. The Renter shall also pay a refundable security deposit equal to one month's rent. Security deposits are payable at the time of signing said Mooring Rental Agreement and returned upon termination thereof, less any portion used as payment for any damages or unpaid rent.

In the event any weekly, monthly, or annual rental fee shall remain unpaid for seven (7) days after the same becomes due and payable, the City of St. Augustine may terminate said Mooring Rental Agreement.

- **Insurance.** All Vessel Operators renting a mooring will be required to have a minimum of \$500,000.00 Personal and Indemnity liability insurance. The certificate must include both pollution liability and evidence of salvage coverage. The certificate must also confirm that there is no named or numbered storm exclusion. Finally, Vessels mooring for more than 1 month in a calendar year shall ensure that the City of St. Augustine is added as an additional insured on the Vessel Owner's certificate of insurance.

4. Said Mooring Rental Agreements shall begin on the date of Vessel mooring at the City of St. Augustine by the Renter. Monthly and annual Mooring Rental Agreements shall continue from month to month thereafter until terminated by either party, unless sooner terminated in accordance with one of the following:

- a. By destruction of the facilities by fire, storm or otherwise.
- b. By default in the payment of the rent hereunder prescribed.
- c. By violating rules and regulations outlined in this Plan.

NOTE: Except in emergencies or bad weather (Tropical storm or Hurricane) notice is required by Renter to the Harbormaster to terminate the Mooring Rental Agreement as follows.

- 24 hour notice for transient rentals
- 72 hour notice for weekly and monthly rentals
- 30 day notice for annual rentals

5. Further, the Renter agrees to comply with all rules and regulations relating to the City of St. Augustine, the Plan, and Permits; and all State, Federal and local laws pertaining to marinas and boating and acknowledges that a breach of any provision of the Plan, the Permits or of any of said rules and regulations may result in the immediate termination of the Mooring Rental Agreement. Upon observation of any non-compliance with the provisions of the Rules and Regulations, Plan or Permits, the Harbormaster shall serve a written/verbal "Caution" statement to the Renter, informing Renter of the infraction. A second infraction shall result in a written "Warning" notice, informing the Renter of a second infraction. A third infraction will result in the immediate termination of the Mooring Rental Agreement, and the Renter shall remove the Vessel from the City of St. Augustine Mooring Fields within 24 hrs after the time written notice "Notice of Termination" is delivered to the Renter.
6. Renter may not assign or sublet this Mooring Rental Agreement. No Vessel other than the Vessel described in the Mooring Rental Agreement may be moored at said mooring without prior coordination with the Harbormaster. In the event a moored Vessel is sold, or otherwise permanently removed, the Renter shall immediately notify the Harbormaster and provide intentions as to the future use of the mooring.
7. The City of St. Augustine shall be entitled to place a Lien against any Vessel moored by Renter at said mooring, including the appurtenances and contents of the Vessel, in the event of any unpaid sums due for use of mooring facilities, other services, materials and supplies charged to the Renter, or for damages or injuries including, but not limited, to fines, penalties, environmental restoration and fuel spill clean-up caused or contributed by the Vessel, by any Vessel owned by the Renter, by the Renter or by the representatives or agents of the Renter, to

any property of the City of St. Augustine or of any other person, property or Vessel at the City of St. Augustine Mooring Fields.

THE REMEDIES PROVIDED IN SECTION 328.17, FLORIDA STATUTES, FOR THE NON-JUDICIAL SALE OF A VESSEL FOR NON-PAYMENT OF DOCKAGE ARE SPECIFICALLY INCLUDED AND INCORPORATED IN THIS AGREEMENT AS AN ADDITIONAL REMEDY AVAILABLE FOR THE HARBORMASTER, AND THE RENTER AGREES TO BE NOTIFIED AT THE ADDRESS ON THE RENTAL AGREEMENT SPECIFIED FOR THE RENTER IN CONNECTION WITH THE NOTICE REQUIRED UNDER SAID SECTION 328.17, FLORIDA STATUTES.

8. The Mooring Rental Agreement is for mooring space only. Such space is to be used at the sole risk of the Renter, and the City of St. Augustine, its employees, agents and assigns, shall not be liable for the care, protection or security of the Vessel, her appurtenances or contents or for any loss or damage of any kind or nature to the Vessel, her appurtenances or contents, due to fire, theft, vandalism, collision, equipment failure, windstorm, hurricane, rains or other casualties. Neither the Harbormaster nor the City of St. Augustine shall be held responsible for any injuries to persons or property occurring upon the City of St. Augustine property for any reason.
9. The Renter agrees to hold harmless and to indemnify the City of St. Augustine and its employees, agents and assigns from any loss, damage or liability imposed by reason of any acts or omissions on the part of the Renter, his agents, employees or guests in the use of the facilities. The indemnification provided herein shall include, but not be limited to, all costs, expenses and reasonable attorney's fees incurred by the Harbormaster and the City of St. Augustine in any action based on the foregoing, including, but not limited to, any action brought by the Renter, his family, invitee, guests or heirs.
10. In the event Renter fails to vacate the mooring space within seven (7) days after receipt of Notice of Termination by Harbormaster, Renter hereby grants Harbormaster or his authorized representative permission to board the Vessel and move it under its own power or place it in tow and remove the Vessel from its mooring space to a location to be chosen by the Harbormaster or his authorized representative in his sole discretion, at Renter's expense, and to take possession of the mooring space. Venue for any legal proceeding arising out of this agreement shall be in a court competent jurisdiction located in St. Johns County, Florida for state court actions and the Federal Court for the Middle District of Florida, Jacksonville Division, for Federal actions.
11. Renter shall be responsible for and shall pay any and all reasonable attorney's fees, together with any costs and/or other charges incurred by City of St. Augustine in the enforcement and interpretation of any provision of the Mooring Rental Agreement.

12. The mooring of Vessels at the said City of St. Augustine is hereby declared to be a privilege and a revocable license, and all Mooring Rental Agreements shall be terminable upon one week's notice to the Renter, subject to appeal before the Director of General Services.
13. Any person aggrieved by a refusal to permit a mooring, or any condition or restriction imposed relative thereto, may appeal in writing to the City of St. Augustine's Director of General Services within fifteen (15) days of such refusal or Imposition. The Director of General Services will consider such appeal and render a written determination as soon as practical. If a mooring applicant is not satisfied with the determination of the Director of General Services, he/she may appeal to the City Manager or his representative.
14. Renter shall acknowledge by signature of the Mooring Rental Agreement that they received a copy of the Mooring Rental Agreement and the Rules and Regulations.
15. All Vessels with live-a-board occupants shall be required to have their waste tanks pumped at the approved pump out stations or mobile pump out units not less than every five (5) days without fail, unless an alternative pump out schedule for the Vessel is approved by the Harbormaster or his representative. This alternative pump out schedule shall be accepted at the discretion of the Harbormaster, shall become a part of the Mooring Rental Agreement as a written addendum with copies to the Renter and Harbormaster and shall be based on holding tank capacity and Vessel usage. Violation of these conditions will be reason for withholding of the security deposit. Overboard discharge of human or pet sewage waste is strictly prohibited in the City of St. Augustine.
16. Any notice required to the Renter by this Agreement shall be hand delivered to the Renter or the Renter's representative in the absence of the Renter and the notice shall be posted in a conspicuous place on the Vessel.
17. In the event of a tropical storm or hurricane watch or warning, all Vessels at the City of St. Augustine Mooring Fields shall be properly secured by the Renter for foul weather. It shall be the Renter's responsibility to be aware of such warnings and to make arrangements for the proper securing of the Vessel or removal of the Vessel to another location. It is agreed that the City of St. Augustine shall not be held liable for any consequences in its attempt to protect life and property in the event of a tropical storm or hurricane. In the event it becomes necessary to move Renter's Vessel, for safety purposes or otherwise, and the Vessel is unattended and if time permits, the Harbormaster is authorized to move the Vessel at Renter's expense, which costs shall become a part of the Rent for mooring of Renter's Vessel.

Storm Precautions: Hurricane season generally lasts between May through November. Besides high winds, Vessel Operators can expect higher than normal tidal conditions, rough seas, and tidal surges in excess of ten (10) feet and shall plan well ahead of the storm and be prepared. Vessel Operators shall remove the Vessel from the water if at all possible and place the Vessel well away from areas of storm surges and high water, make storm plans with a Vessel hauler or a marina in the event of a storm. If the Vessel Operator is unable to move the Vessel to a more sheltered location, the Vessel Operator should double up on the pennant with additional lines, increase moorings scope, place storm anchors and all other necessary precautions. The Town Ramp will be extremely busy. If the Vessel Operator can not move the Vessel, he/she should remove the following from the Vessel:

- All sails, roller furling, etc.
- Antennas and electronics.
- All removable equipment (rafts, deck chairs, boxes, etc.).
- Ship's papers and all valuables.
- Portable fuel tanks (gasoline and propane).
- Pump bilges dry and remove fresh water from holding tanks.
- Batteries should be fully charged. Pump switches and intake aren't jammed and work freely.
- Check and add chafing gear.
- Secure all hatches, windows, port holes, and sea cocks. Shut-off fuel lines to engine and cooking appliances.

18. Before entering the Mooring Field, the Harbormaster or his representative shall check the following items to ensure the Vessel is in compliance with Federal, State, Local, U.S. Army Corps of Engineers, U.S. Coast Guard, and the Florida Fish and Wildlife Conservation Commission regulations:
 - a. All Vessels shall have a current state registration.
 - b. All Vessels will have the appropriate functioning Marine Sanitation Device (MSD).
 - c. Vessels shall have the appropriate insurance as required.
19. The method of mooring Vessels in the managed Mooring Field shall be by tying the buoy line to the bow only. The line used to attach the mooring buoy shall be the one furnished, which has one (1) end permanently attached to the buoy. No Vessel shall be moored at the stern or be tied to more than one (1) buoy or points on a Vessel. There shall be no placement of additional anchors or anchor systems from any Vessel in the managed Mooring Field. All Vessels within the managed Mooring Field shall only use the established buoys and anchoring systems.

20. All Vessels either moored in the City Mooring Field or anchored in the Harbor or Salt Run outside a designated Mooring Field shall burn a white anchor light at night consistent with State or Federal lighting requirements.

C. Rules and Regulations Governing Mooring and Other Activities at the City of St. Augustine

1. **Mooring Assignments.** Vessel owners desiring to moor in or at the City of St. Augustine shall register with the Harbormaster prior to mooring. Moorings will be assigned by the Harbormaster or his designated representative. The transfer of Vessels from one mooring to another will not be allowed except upon approval by the Harbormaster.
2. **Applicable Rules.** The Mooring Rental Agreement, Plan, Permits, and the City of St. Augustine Rules and Regulations shall apply to persons using the City of St. Augustine Mooring Fields insofar as the same may be applicable. Violations of these rules shall be reported by the Harbormaster to the St. Augustine Police Department.
3. **Operational Condition.** Only Vessels in compliance with the U.S. Coast Guard regulations and safety standards and Chapter 327, Florida Statutes, shall be allowed to moor within the City of St. Augustine Mooring Fields. Only Vessels in good operational condition, capable of maneuvering under their own power and with current registration and acceptable documentation shall be allowed to moor within the Mooring Fields. The decision of whether a Vessel is considered to be in good operational condition, capable of maneuvering under its own power shall be made by the Harbormaster. In the event of an emergency, such as, but not limited to, breakdown of bilge pump, leaks or bad lines, the Harbormaster is authorized to make the necessary repairs, as economically as possible, and to charge the Renter for same.
4. **Vessel Relocation.** In the event it becomes necessary to move a Vessel, for safety purposes and if the Renter is not immediately available, the Harbormaster is authorized to tow the Vessel at the Renter's expense. This authority will only be used as a last resort when no other practicable alternative available exists.
5. **Vessel Operation within the City of St. Augustine.** Maritime rules pertaining to the safe operation of Vessels shall apply in and around the City of St. Augustine. All Vessels shall observe the idle speed/no wake zone in and around the City of St. Augustine.
6. **Temporary Leave of Moorage.** Renters leaving the City of St. Augustine Mooring Fields for more than twenty-four (24) hours shall notify the Harbormaster of the departure and return dates. The Harbormaster reserves the right to rent vacant moorings on a temporary basis for transient Vessels. Such Vessels shall be required to vacate the mooring within 24 hours in the event the first Renter returns prior to the scheduled return date.

7. **Vessel Inspections.** In order to ensure compliance with State and Federal safety and marine sanitation regulations, the Harbormaster may perform periodic inspections of the Vessel. The initial inspection will be conducted prior to entering into the Mooring Rental Agreement with the Renter. Thereafter, the Harbormaster will contact the Renter and request permission to conduct an inspection. No Vessel inspections will be conducted by the Harbormaster without prior approval by the Renter. Denial of an inspection is grounds for termination of the Mooring Rental Agreement.
8. **Peaceful Usage.** All residents and guests of the City of St. Augustine Mooring Fields shall agree to peacefully use the City of St. Augustine facilities and moorage space assigned. All residents and guests shall not cause, suffer or allow, whether individually or as part of an organization of persons, any act which may have the effect of disturbing the peace, disturbing, inconveniencing or subjecting to physical jeopardy the City of St. Augustine waters, facilities, employees or Vessels moored at the City of St. Augustine or do any act which may impede, disrupt or injure the orderly operation of the City of St. Augustine or any portion thereof.
9. **Noise.** The Noise Ordinance is in effect in the City of St. Augustine (refer to Chapter 11 of the City Code). Noise shall be kept to a minimum so as not to create a nuisance or disturbance to other residents and guests in the City of St. Augustine, particularly between the hours of 10 P.M. and 7 A.M. Patrons shall use discretion in operating engines, generators, radios, TVs, and other devices that generate noise. Sailboat halyards and other lines shall be tied off to prevent slapping against masts or other structures.
10. **Soliciting.** No person shall SOLICIT at or loiter within the City of St. Augustine Municipal Marina and/or Mooring Fields.
11. **Placement of moorings:**
 - a. No Vessel so moored or anchored within one hundred (100) feet from designated channels.
 - b. No private moorings are allowed in the City of St Augustine waterways.
 - c. The Harbormaster shall keep a detailed record of each mooring, its Global Positioning System (GPS) location and the Renter's name, telephone number, home and business addresses, date mooring was set and name, length and type of Vessel to be attached to the mooring. Registration numbers shall also be required, if applicable.

- d. Mooring Identification. Mooring fields shall be named and mooring balls color coded and numbered per federal regulations. Numerals shall appear on no fewer than two locations on the mooring ball.
- 12. **Mooring Inspection Procedures.** The City of St. Augustine will have each mooring ball and tackle inspected by a certified and qualified diver annually to maintain the equipment for each mooring in safe condition.
- 13. **Waiting Lists.** For areas where no additional space is available, individual applicants for mooring space shall be placed on a waiting list at the office of the Harbormaster. Entries shall be kept in chronological order according to the date the application is received. The waiting list shall be renewable at the end of each calendar year. It shall be the responsibility of the applicant to notify the Harbormaster, in writing, between January 1st and March 15th of each year of his/her desire to remain on the waiting list. When a mooring space becomes available, the Harbormaster shall attempt to contact and assign the mooring space to the first individual on the waiting list with a Vessel appropriate for that particular location. If that individual fails to execute the Rental Agreement within seven (7) days, after such notification, the Person will be placed on the bottom of the list.
- 14. **Tying up Dinghies/Vessels to the sea wall:**
 - a. No person shall tie-up a Dinghy/Vessels to the sea wall.
 - b. All Vessels tied up along the sea wall in violation of this section shall be removed at the direction of the Harbormaster. Those Vessels not having sufficient crew to move them shall be moved by the Harbormaster, and the expense thereof shall be paid by the Owner of the Vessel so moved.

D. Enforcement

- 1. It will be the responsibility of the Harbormaster to enforce rules and regulations of this Plan.
- 2. It shall be the Harbormaster's responsibility to monitor all boaters visiting the City of St. Augustine on a regular basis. Upon observation of any non-compliance with the provisions of the Plan or Permits, the Harbormaster shall serve a written/verbal "Caution" statement to the Renter, informing them of the infraction. A second infraction shall result in a written "Warning" notice, informing the Renter of a second infraction. A third infraction will result in the immediate termination of the Mooring Rental Agreement, and the Renter will be given twenty-four (24) hours to remove the Vessel from the City of St. Augustine.

Infractions do not have to be identical, and separate notices of violations are cumulative. All Caution, Warning, and Termination Notices shall be documented

by the Harbormaster, including the reason for the infraction. Copies of Termination Notices resulting from violations of the Plan and Permits shall be forwarded to the Director of General Services.

3. Notices to Renter may be given to Renter aboard Renter's Vessel. Prior to boarding the Vessel, to give or leave a Notice, the Harbormaster or assignee will sound a horn three times and will voice call Renter. Notice will be hand delivered if Renter responds. If Renter does not respond or is not present, Notice will be taped to the cabin door.

E. Inspections

The Harbormaster will inspect Mooring Fields daily for any prohibited activity. Serviceability of Mooring Field mooring balls and tie connections will be contracted out and inspected on an annual basis.

F. Notices to Renter

Notices to Renter may be given to Renter aboard Renter's Vessel. Prior to boarding the Vessel, to give or leave a Notice, the Harbormaster or assignee will sound a horn three times and will voice call Renter. Notice will be hand delivered if Renter responds. If Renter does not respond or is not present, Notice will be taped to the cabin door.

IV. FEES

A. Mooring Rates

1. Fees shall be established by the City Manager and reviewed by the City Commission annually. All rentals shall be subject to the appropriate current fees in force.
2. Renewals. Vessel owners wishing to continue to moor at the City of St. Augustine beyond their rental limit may renew their Mooring Rental Agreement at the discretion of the Harbormaster, subject to the Plan and Permits.
3. Fees include use of sewer pump-out service, dinghy docks, launch service (during duty hours) shower and bathroom facilities, and garbage and recycling bins at authorized locations during stay.

B. Collection Procedures

Initial payment shall be submitted to the Harbormaster at Registration. Subsequent fees shall be submitted to the Harbormaster in a timely manner in order to remain in the City of St. Augustine in accordance with this Plan.

V. HARBOR FACILITIES

A. Mooring Facilities

1. **Mooring Fields.** The City of St. Augustine manages and operates three (3) Mooring Fields (Menendez, San Marcos, and Salt Run). Florida statutes allow the City to regulate live-aboard and non-live aboard not engaged in navigation. Each Vessel must:

- Be moored in the City's Mooring Field.
- Be capable of navigation under its own sail or power.
- Pump out waste once every 5 days.
- Display a valid state registration sticker.
- Moored one hundred (100) feet from the harbor channel
- Moored one hundred (100) feet from the shoreline

Mooring Fields have been sited in the deepest parts of the Harbor (greater than 6 Mean Lower Low Water). The mooring systems will be comprised of SS175 Helical Screw Anchors, anchor chain and mooring buoys. Mooring Field signs and secondary access channel markers are also proposed.

2. **Vessels anchoring in other areas within City of St. Augustine limits.** Florida statutes prohibit the City from prohibiting anchoring outside a regulated Mooring Field by non-live aboard Vessels in navigation. The City will monitor these Vessels and ensure that they:

- Be capable of navigation under its own sail or power.
- Pump out waste at a certified pump out location.
- Display a valid state registration sticker.
- Anchor one hundred (100) feet from the harbor channel.
- Anchor one hundred (100) feet from the shoreline.
- Anchor fifty (50) feet from established Mooring Fields to provide a safe fairway for Vessels entering and leaving the Mooring Field.

Exceptions: Emergency malfunctions of Vessel or workboats performing water-related construction. The U.S. Coast Guard, Florida Fish and Wildlife Conservation Commission, and St. Johns County Marine Division enforce mooring outside the City of St. Augustine.

B. City of St. Augustine Municipal Marina Facilities

The City of St. Augustine Marina shall provide the following amenities to the Vessels using the City of St. Augustine Marina as part of the Mooring Rental Agreement: sewage pump-out, launch service, dinghy docks, trash disposal, showers and bathrooms. The Marina also offers the following services at their published rates: fuel, laundry, potable water and a ship's store.

VI. COMMUNICATION

A. Communication Procedures with Harbor Patrons

1. The Harbormaster continuously monitors VHF Channel 16 and 71 during operating hours.
2. The Harbormaster will be available via telephone (904-825-1026) during normal business hours.
3. An answering machine will pick up telephone calls during non-operating hours. The Harbormaster will respond to those calls at the earliest opportunity.

B. Communication with Other Jurisdictional Authorities

1. The Harbormaster will continuously monitor VHF Channels 16 and 71 during normal business hours and will report to emergency or other law enforcement issues in the Harbor to the appropriate authority.
2. The Harbormaster will meet regularly with the local Florida Fish and Wildlife Conservation Commission local representative, Florida Department of Environmental Protection representative, U.S. Coast Guard, County and City of St. Augustine law enforcement staff to participate in emergency and law enforcement issues involving the Harbor (fuel spill, medivac, disabled Vessel, derelict Vessel, etc.).

C. VHF Radio Procedures

1. All personnel operating radios at the City of St. Augustine shall be properly licensed and instructed in their use.
2. The marine radio is on a port operations frequency and can be heard for some distance. The City of St. Augustine is authorized to transmit on VHF Channels 16 and 71 ONLY.
3. Channel 16 is a calling and distress frequency only.
4. When receiving or calling a Vessel communications should first be established on Channel 16 and then shift to Channel 71 for conversation.
5. All conversations should be kept to a minimum, brief and to the point.
6. It is illegal to advertise on VHF channels.

D. Calls to Harbormaster

1. Any incoming calls for City of St. Augustine customers and guests, unless the caller states that an emergency exists, will be noted by the marina attendant on duty, and this message will be posted on the Harbormaster's bulletin board.
2. Emergency calls will be given immediate attention. The emergency should be clearly described (e.g., fire, heart attack, fall, fuel spill, sinking Vessel, etc.).
3. Use of Harbormaster telephones by City of St. Augustine customers for personal calls is strictly prohibited.

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VII. ENVIRONMENT

A. Purpose

The City of St. Augustine is committed to providing high quality facilities, customer satisfaction and productive use of City resources. The creation and maintenance of a clean and safe work environment is an essential part of the City's business practices.

Clean water and a clean environment are essential to good boating, and good boating experiences are essential to the Plan's success. Protection of local waters, marine life, fish and waterfowl from possible Vessel and marina pollutants is a major goal of the City of St. Augustine. Every Renter and Harbormaster employee must work together to keep the City of St. Augustine and the boating environment clean.

Since many Vessels congregate in the City of St. Augustine harbor, the City of St. Augustine will discourage anyone from polluting and will encourage and help customers act responsibly. All Harbormaster employees are part of the team dedicated to eliminating contaminants before they contaminate and wash into the water and spoil the environment.

B. Environmental Warning

Any Employee, Renter, Customer or Outside Contractor violating the City of St. Augustine Marine Sanitation and Pollution Rules, outlined below, shall pay for cleanup and/or have mooring use privileges terminated.

C. Marine Sanitation

Pursuant to the Clean Vessel Act of 1994, boaters are prohibited from discharging raw sewage into fresh water or within coastal salt water limits. Coastal limits are nine nautical miles on the Gulf of Mexico and three nautical miles on the Atlantic Ocean.

All Vessels mooring in the City of St. Augustine shall contain a U.S. Coast Guard approved marine sanitation device complying with the requirements of the U.S. Coast Guard governing the installation and use of such devices upon the particular Vessel involved. Said sanitation devices shall function properly and shall be used at all times while the Vessel is in the City of St. Augustine Mooring Fields and shall be subject to inspection by the Harbormaster. All Vessels shall adhere to the requirements of Section 327.53, Florida Statutes, which addresses the requirements for Marine Sanitation Devices (MSDs) and discharge of sewage. No waste may be discharged from MSD Types I, II, or III into Florida waters. All such waste must be discharged into an approved sewage pump-out facility.

The Florida Fish and Wildlife Conservation Commission (FWC) enforces the Clean Vessel Act and has the authority to board Vessels to check for compliance with this

Act, including inspecting for marine sanitation devices and holding tanks. The U.S. Coast Guard also regulates the installation and use of Marine Sanitation Devices.

Y-valves shall be locked in the non-overboard position. All Vessel Operators, upon entering into a Mooring Rental Agreement at the City of St. Augustine, shall pump out their sewage holding tanks (if equipped) into the authorized sewage pump out facility located at the City of St Augustine Municipal Marina prior to mooring. Absolutely no pumping of raw sewage in any area within the City of St. Augustine shall be allowed except at approved pump out stations or mobile pump out units.

The use of shore side shower and laundry facilities is encouraged to reduce the impacts associated with gray water discharges from Vessels (increased phosphates, reduced dissolved oxygen and other water quality problems). To this end, shower and bathroom facilities are included in the Rental Fee. Coin operated laundry facilities are available at the Marina.

To provide incentives for boaters to comply with Clean Vessel requirements, sewage pump-out service is included in the Rental Fee.

D. The City of St. Augustine Marine Sanitation Rules

1. All Vessels mooring in the City of St. Augustine shall contain a U.S. Coast Guard approved Marine Sanitation Device complying with the requirements of the U.S. Coast Guard governing the installation and use of such devices upon the particular Vessel involved.
2. Said Marine Sanitation Devices shall function properly, shall be used at all times while the Vessel is in the City of St. Augustine and shall be subject to inspection by the Harbormaster.
3. Y-valves shall be locked and sealed in the non-overboard position.
4. All Vessel Operators, upon entering into a Mooring Rental Agreement at the City of St. Augustine shall pump out their sewage holding tanks (if equipped with a holding tank) into the authorized sewage pump out facilities prior to mooring.
5. Absolutely no pumping of sewage in any area within the City of St. Augustine shall be allowed except at approved pump out stations or mobile pump out units.
6. All Vessels with live-a-board occupants shall be required to have their tanks pumped at the approved pump out stations or mobile pump out units not less than every five (5) days without fail, unless an alternative pump out schedule for the Vessel is approved by the Harbormaster. This alternative pump out schedule shall be accepted at the discretion of the Harbormaster, shall become a part of the Mooring Rental Agreement and shall be based on holding tank capacity and Vessel usage.

7. Overboard discharge of human or pet sewage waste is strictly prohibited in the City of St. Augustine.
8. Violation of these conditions will be reason for withholding of the security deposit and will be prosecuted to the fullest extent of the law.

E. Marine Pollution

No person shall litter into the water or discharge or throw overboard any oils, spirits, flammable liquids or oily bilge into Matanzas Harbor. Overboard dumping of any trash is illegal and will not be tolerated within the City of St. Augustine's jurisdiction. Hazardous materials, including sealed paint cans, waste oil, cathodic protection hardware (zinc) or solvents shall not be deposited in trash receptacles. For disposal of these materials, please contact the Harbormaster. Clean up of boater's refuse and unsightly material will be billed to the Renter's account at applicable City of St. Augustine rates. All Vessels with in-board or in-board/outboard engines shall be equipped with a sorbent sock properly installed in the engine compartment bilge. Sorbent socks are available at ship's stores in the vicinity of the City of St. Augustine. The socks shall be renewed annually or when contaminated. Bilge cleaners and liquid detergents shall not be used in Vessel bilges, as they will destroy the effectiveness of the sorbent socks.

The U.S. Coast Guard requires every Vessel greater than twenty-six (26) feet in length operating in U.S. waters to have a sign or placard clearly visible that states:

"It is illegal for any Vessel to dump plastic trash anywhere in the ocean or navigable waters of the United States. Annex V of the MARPOL (Marine Pollution) TREATY is an International Law for a cleaner, safer marine environment. Violation of these requirements may result in civil penalty up to \$25,000, fine and imprisonment".

The use of shore side trash and recycling facilities is encouraged to reduce the impacts associated with litter from Vessels. To this end, Renters may use these facilities located at the Marina.

F. The City of St. Augustine Marine Pollution Rules

1. No person shall litter into the water or discharge or throw overboard any oils, spirits, flammable liquids or oily bilge into Matanzas Harbor. Overboard dumping of any trash is illegal and will not be tolerated within the City of St. Augustine's jurisdiction.
2. Hazardous materials, including sealed paint cans, waste oil, or solvents shall not be deposited in trash receptacles. For disposal of these materials, please contact the Harbormaster.

3. If the Renter or guests cause pollution, the Harbormaster shall clean up the boater's refuse and unsightly material at the Renter's expense.
4. All Vessels with in-board or in-board/outboard engines shall be equipped with a sorbent sock, properly installed in the engine compartment bilge.
5. Bilge cleaners and liquid detergents shall not be used in Vessel bilges, as they will destroy the effectiveness of the sorbent socks.

G. Fuel and Oil Spills

The U.S. Coast Guard, Florida Fish and Wildlife Conservation Commission, and the emergency response staff of the Florida Department of Environmental Protection regulatory office deal with oil spill containment and clean-up. The Harbormaster will contact appropriate authorities at St. Johns County, Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, the U.S. Coast Guard and the oil spill reporting hot line (1-800-424-8802) immediately in the event of a spill. U.S. Law requires that every Vessel greater than twenty-six (26) feet in length and powered with an inboard engine have a sign by the bilge that states:

“Discharge of Oil Is Prohibited! The Federal Water Pollution Control Act prohibits the discharge of oil or oily waste into or upon the navigable waters and contiguous zone of the United States if such discharge causes a film or sheen upon, or discoloration of the surface of the water or causes a sludge or emulsion beneath the surface of the water. Violators are subject to a penalty of \$5,000.”

The Harbormaster will require all boaters using the City of St. Augustine to use bilge pillows and/or other absorbent material in the bilges and to use the waste oil disposal facilities located at the City Marina.

H. The City of St. Augustine Fuel and Oil Spill Control Rules

1. The Harbormaster and the oil spill reporting hot line (1-800-424-8802) shall be contacted immediately when a spill is discovered. **WARNING: There is a large fine if even minor spills are not reported.**
2. Oil absorbent pads and pillows should be used to contain and remove a spill. Detergents should never be used to contain oil spills!
3. The cause of the spill should be identified and measures taken to secure against spreading.

The Harbormaster shall make available relevant literature, such as publications and warnings regarding safe operation in waters frequented by manatees, to all Renters and shall explain to all Renters the rules, regulations and safety precautions that apply to manatee protection in the Harbor and surrounding waters.

I. Protected Species. Renters and guests shall acquaint themselves with the publications and warnings available from the Harbormaster regarding safe operation in waters frequented by manatees and to abide by all laws, ordinances, rules, and regulations governing the operation of watercraft in the presence of manatees. Harassment of protected wildlife is illegal and will not be tolerated in the City of St. Augustine. Any incident relating to injured marine wildlife shall be reported immediately to the Florida Fish and Wildlife Conservation Commission at 1-888-404-3922.

J. The City of St. Augustine Protected Species Rules

1. Renters shall acquaint themselves with the publications and warnings available from the Harbormaster regarding safe operation in waters frequented by manatees and to abide by all laws, ordinances, rules, and regulations governing the operation of watercraft in the presence of manatees.
2. Harassment of protected wildlife is illegal.
3. Any incident relating to injured marine wildlife shall be reported immediately to the Harbormaster at 904-825-1026.

VIII. CONTACTS

A. Local Emergency Telephone Numbers: *When calling an Emergency, clearly state nature and location of emergency.*

All Safety and Security Emergencies: 911

Fire Department:

City of St. Augustine.....	904-825-1098
St. Johns County	904-829-2226
Flagler Hospital.....	904-819-5155
Medical Rescue/Ambulance	904-829-2226
Poison Control Center.....	800-282-3171

Police:

City of St. Augustine.....	904-825-1074
City of St. Augustine Beach.....	904-471-3600
Florida Highway Patrol.....	904-825-5080
St. Johns County Sheriff Office	904-824-8304

B. City of St. Augustine and Harbormaster

City Manager	904-825-1006
Code Enforcement	904-825-1065
Director of General Services.....	904-825-1010
Municipal Marina (Harbormaster).....	904-825-1026

C. City of St. Augustine Beach

Information	904-471-2122
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D. St. Johns County

Information	904-209-0655
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E. Agency Contacts with Jurisdiction in the City of St. Augustine

Federal Bureau of Investigation.....	904-721-1211
St. Augustine Port, Waterway and Beach District.....	904-824-0113

F. State of Florida

Florida Department of Environmental Protection:

Bureau of Emergency Response (Oil and Hazardous Substance Spills)	
District Emergency Response Office	
(8:00 a.m. - 5:00 p.m. only)	904-807-3300 (Extension 3246)
Statewide (24 Hours)	850-413-9911 or 800-320-0519
Bureau of Environmental Investigations	904-807-3278
Coastal and Aquatic Managed Areas	850-245-2094
Northeast Florida District Office	904-807-3300
St. Johns County River Water Management District.....	386-329-4500
Florida Fish and Wildlife Conservation Commission	
(Violations and Wildlife Alert) Emergencies	888-404-3922

G. Federal Government

U.S. Army Corps of Engineers	
Jacksonville District Office.....	904-232-2234 or 800-291-9405
U.S. Coast Guard	
Emergency	904-564-7511 or 904-564-7512
Marine Safety Center	202-475-3400 or 202-475-3403
U.S. Customs Investigation.....	904-232-3156
U.S. Marshal Service	904-301-6670

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