

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the 7th day of June, 2016, the following Ordinance:

ORDINANCE NO. 2857

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE III OF THE CODE OF ORDINANCES OF THE CITY OF GULFPORT, MISSISSIPPI

WHEREAS, the Gulfport City Council has enacted various ordinances over time regulating the use and operation of the Bert Jones Yacht Basin in the City of Gulfport, which ordinances have been codified at Chapter 2, Article III of the Code of Ordinances of the City of Gulfport, Mississippi; and

WHEREAS, Chapter 2, Article III, which governs the use and operation of the Bert Jones Yacht Basin is in need of amendment to update procedures and address issues not previously addressed; and

WHEREAS, the governing authority of the City of Gulfport finds that amendment of the Ordinance, as provided for herein, will promote and encourage the use of the Bert Jones Yacht Basin, improve the conditions of use of same by those who rent slips and others who may utilize the harbor, and ensure good management of the harbor for all who utilize it and is, therefore, in the best interest of the citizens of the City of Gulfport.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters and things set forth in the above preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That the Code of Ordinances of the City of Gulfport, Mississippi, is hereby amended by amending Chapter 2, Article III, by deleting the same in its entirety and substituting the proposed Chapter 2, Article III, as found in Exhibit “A” hereto, in its place.

SECTION 4. All provisions of Chapter 2 of the Code of Ordinances of the City of Gulfport, Mississippi, not in conflict herewith shall remain in full force and effect as heretofore provided.

SECTION 5. This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember Casey, seconded by Councilmember Flowers, and was adopted by the following roll call vote:

AYES

**Casey
Dombrowski
Holmes-Hines
Sharp
Flowers
Pucheu**

NAYS

None

ABSENT

Walker

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the 7th day of June, 2016.

(SEAL)

ATTEST:

ADOPTED:

/s/ Ronda S. Cole

Clerk of Council

/s/ F.B. “Rusty” Walker, IV

President of Council

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the 8th day of June, 2016.

APPROVED:

/s/ Billy Hewes

Mayor

Section 2-75 - Definition.

As used in this article, the following words shall mean:

Harbormaster – City employee responsible for enforcement of regulations, ordinances, rules, policies, and procedures of the Gulfport Municipal Marina.

Houseboat – Typically, a flat-bottomed or pontoon-hulled vessel with a shallow draft, generally constructed in a manner NOT conducive to traversing rough waters, with a superstructure resembling a shore-side house or mobile home.

Marina – The area of water, docks, slips, and piers, referred to commonly as the Gulfport Municipal Marina and also known as the Bert Jones Yacht Basin or Gulfport Small Craft Harbor.

Marina Tenant – The owner of a vessel identified in the Vessel Dockage Agreement. Marina Tenants may either be permanent or transient in nature. A permanent Marina Tenant is a tenant who and intends to remain as a Marina Tenant until such time as the Vessel Dockage Agreement is terminated. A Transient Marina Tenant is a Tenant who is paying a daily, weekly or monthly rate and is a Tenant for a period of two months or less.

Vessel – Any watercraft or boat.

Vessel Dockage Agreement – The lease and associated documents that comprise the rental agreement.

Section 2-76. - Penalties.

Any violation of this Article shall constitute a misdemeanor, subject to the penalties set forth in Section 1-9 hereof. In addition thereto, for any violation of this article, the City may cancel the Vessel Dockage Agreement of any slip upon five days' written notice addressed to the Marina Tenant at the address as found in the Vessel Dockage Agreement. Upon any cancellation under this section, the Marina Tenant shall be entitled to pro-rated a refund of its rental, less any fees due on account.

Section 2-77. - Applicability of article; governing rules and regulations.

Any and all persons owning, operating, renting, and/or exercising control over any vessel in or utilizing the facilities of the Marina, and/or any other person within the designated Marina area, shall be governed by and be subject to the rules and regulations contained in this article, the Vessel Dockage Agreement (as referenced in section 2-82), and any and all applicable municipal and county ordinances, state statutes, federal laws and rules and regulations as may be promulgated by any applicable regulatory agency. In the event of a conflict with the Vessel Dockage Agreement, any applicable ordinances, statutes, laws and duly promulgated rules and regulations shall govern.

Section 2-78. - Harbormaster.

For the purposes of this article, the Harbormaster of the city is vested with full power and authority to enforce all the rules and regulations found in this article, including the power to execute, for and on behalf of the city, Vessel Dockage Agreements.

Section 2-80. - Charges for using the Marina.

The rates and charges set forth herein are to be paid to the city for the use of the Marina's dockage facilities and/or its services without regard to the time the vessel is actually docked in a slip.

(A) Permanent Tenant.

(1) The monthly slip rent for permanent dockage is due and payable monthly in advance and is established as \$5.50 per linear foot of the vessel based on its Length Overall (LOA) as contained in documentation concerning the vessel issued by the United States Coast Guard (USCG) or the State of Mississippi.

(2) A flat rate electricity charge will be charged to each rented slip, based on the length of the vessel, as follows:

- a. Vessels 25' and under - \$15.00 per month.
- b. Vessels 26' - 40' - \$25.00 per month.
- c. Vessels 41' - 60' - \$45.00 per month.
- d. Vessels 61' - 64 - \$85.00 per month.
- e. Vessels 65' and over - \$100.00 per month
- f. 100A service, single phase - \$10.00 per day, per drop
- g. 100A service, three phase - \$20.00 per day, per drop

The electricity fee shall be paid monthly, semi-annually, or annually in advance in conjunction with the slip rent.

(3) A \$15.00 environmental fee shall be charged monthly to each permanently rented slip for the purpose of providing potable water, pump-out service, dock lighting, garbage disposal, dock carts, dock boxes, and systems

maintenance. The environmental fee shall be paid monthly, semi-annually, or annually in advance in conjunction with the slip rent.

- (4) Should a Marina Tenant own two or more vessels and dock the same at slips in the Marina, the rental rate shall be: 2nd boat - \$5.00 per linear foot; 3rd (or greater) boat - \$4.75 per linear foot, with the larger/est vessel being charged the lesser rate and the smaller/est vessel being charged the greater rate.
- (5) Marina Tenants paying slip rent on a semi-annual basis (every six months) shall receive a five percent discount on slip rent if the slip rent is prepaid in full at the commencement of the Marina Tenant's Vessel Dockage Agreement or renewal thereof. Marina Tenants paying slip rent on an annual basis (every twelve months) shall receive a five percent discount on slip rent, electricity, and environmental fees if all such fees and rent are prepaid in full at the beginning of the Marina Tenant's Vessel Dockage Agreement or renewal thereof. Dockage fees for vessels berthed at the semi-annual or annual rate, but do not stay the entire six or twelve months, as applicable, will be charged and pro-rated at the normal monthly fee in place and retroactive to the original date on which the Vessel Dockage Agreement was executed and billed or reimbursed accordingly.
- (6) No slips shall be rented for a period of less than two months except as provided elsewhere in this section.
- (7) A permanent Marina Tenant may live aboard his vessel provided that a \$200.00 monthly live aboard charge (which is in addition to the slip rent) and the first two (2) months of the slip rent, the environmental fee and electricity charge are paid in advance. The payments required under this paragraph are non-refundable.

(B) Transient Tenant.

(1) Transient dockage is defined as vessels that will be berthed in the Marina for no more than two consecutive months. Transient rates, payable in advance, are all inclusive and are based on daily or discounted rates as follows:

- Daily rate is \$1 per foot per day.
- No discounts are offered for the first 7 days.
- 15% discount off the daily rate for stays of 8 to 14 days.
- 25% discount off the daily rate for stays of 15 to 30 days.
- Initial contract expires at the 30-day mark.
- A subsequent contract may be implemented for days 31 to 60, but starting over as on day one.

- (2) Successive two month transient dockage periods are allowed so long as no fewer than ten (10) calendar days shall lapse between the transient dockage periods
- (3) A transient Marina Tenant may stay onboard his vessels for no more than two (2) months and must be paying the transient rate while doing so and as set forth herein.
- (4) All transient slip rentals are to be paid in advance, upon arrival, to the Marina Staff member on duty.
- (5) A transient Marina Tenant may stay onboard his vessels for no more than two (2) months but must pay the transient rate while doing so and as set forth herein.

(C) General.

- (1) Unless the rented slip is located in an area designated for commercial operation, no Marina Tenant may use their slip for the purpose of conducting business or boarding/unboarding paying passengers within or from the rented slip.
- (2) At its discretion and upon forty-eight (48) hours' notice to the Marina Tenant, the city reserves the right to use rented but otherwise empty slips on an as-needed basis.

Section 2-81. - Report, registration upon arrival.

The arrival of all incoming vessels shall immediately be reported to the Harbormaster or Marina staff. Where the vessel is to be docked on a transient basis, the owner or the Captain (if the owner is not aboard) will immediately contact a Marina staff member to announce and register their arrival. Where the vessel is to be docked on a permanent basis, the owner shall take action to register the vessel at the Marina Office no later than noon the next business day after arrival.

Section 2-82. – Vessel Dockage Agreement

Before being assigned a slip, the vessel owner shall have first executed a Vessel Dockage Agreement in the form provided by the Marina office and the agreement shall have been executed by the Harbormaster. All permanent Vessel Dockage Agreements will be valid for a period of not less than two (2) months (except for permanent live aboard which will require a minimum two (2) month lease). A permanent Marina Tenant may terminate the Vessel Dockage Agreements upon fifteen (15) days written notice. In the event a Marina Tenant vacates his slip without giving the obligatory 15-day notice, the Marina Tenant will continue to be charged the monthly slip rent, fee and electrical charge until such time as the Vessel Dockage Agreement is terminated. Marina Tenants who properly provide the 15-day notice of their intent to terminate their Vessel Dockage Agreement will be refunded any slip rent and fees (less any outstanding fees or charges) not otherwise used in the monthly rent cycle.

Section 2-83. – Vessel Dockage Agreements are not assignable; subletting prohibited.

The Vessel Dockage Agreement is not assignable and its associated slip shall not be sublet or used by any vessel other than the vessel identified in and on the Vessel Dockage Agreement, except upon the express written approval of the Harbormaster (who may require of the owner/captain of the other vessel documentation similar to that of a Marina Tenant, including, but not limited to proof of insurance and USCG or State registration for the vessel).

Section 2-84. - Person in arrears for past rent and fees; penalties.

A \$20.00 late fee will be assessed for any rent payment not received by the city within 14 days of its due date. Failure to pay all rents due, in full, including the late fees, within 40 days of the due date may result in termination of the Vessel Dockage Agreement, at the sole discretion of the City, and, also at the City's discretion, removal of vessel from the Marina and recovery by any means allowed by law of unpaid sums, including penalties or other means to protect the City's interests.

Section 2-85. - Payment of rent.

Rented slips shall be specifically designated in the Vessel Dockage Agreement. All rents, fees, and charges shall be payable in advance at the Marina office. Failure to pay, pursuant to section 2-84, and/or failure to remove the vessel from the Marina shall result in the assessment of a storage fee in the amount of \$15.00 per day (vessels up to 70') or \$30.00 per day (vessels 70' and over) until the vessel is removed. This action further constitutes an express lien against the vessel in the event legal action is necessary to collect the associated fees and charges.

Section 2-86. - Contract cancelled when vessel sold, leased.

The sale, lease, or transfer of ownership of any vessel shall immediately cancel the Vessel Dockage Agreement by which the rented slip has been assigned. If any of these events occur, it shall be necessary for the lessor or new owner of such vessel to establish a new Vessel Dockage Agreement immediately after the event. If a "wait list" has been established for the slip in which the transferred vessel is berthed, the new owner may apply for a different slip (if one is available) or place his name on the "wait list". Under no circumstances may the lessor or new owner retain a "wait listed" slip or move ahead of those already on the wait list.

Section 2-87. - Rent declared lien.

In the event a vessel takes occupation of a slip without there first having been a Vessel Dockage Agreement completed for the slip, or in the event the slip rent is not paid in accord with the requirements of this article, there shall be a lien as provided by MCA 1972, § 85-7-9, on the vessel occupying such slip for not less than one month's rent, regardless of the time such slip was occupied. It shall be the duty of the Harbormaster to promptly notify the city attorney of such happening in order that the lien may be enforced. Any delay in enforcement of the lien by the city shall not act as a waiver of the city's right to enforce the lien.

Section 2-88. - Changing slips.

No Marina Tenant, captain, or operator shall transfer any vessel from one slip to another except as authorized or ordered by the Harbormaster.

Section 2-89. - Number of vessels per slip.

No person shall berth more than one vessel in a single slip except for an attending dingy that (a) fits fully into the slip alongside the primary vessel, (b) does not float under any dock or finger pier, and (c) does not intrude into the neighboring slip. Dingys must remain empty of standing water at all times.

Section 2-90. - General cleanliness.

All docks must be kept clean by the Marina Tenant or his guests and no fish, crabs, shrimp, (or parts thereof) or refuse of any kind is to be thrown overboard into the Marina by any person. Dockboxes are provided at each slip and therefore no items of any kind, including equipment, material, supplies, or bicycles, may be stored on the docks or finger piers at any time except when placed upon the dock or finger pier for immediate (within ½ hour) transfer to a vessel. Hoses are to be stored on the hose reels provided and power cords are to be neatly and safely secured at the base of the power pedestals. No person may dump or throw overboard any trash, dead fish or fish parts, or refuse of any sort within the corporate limits of the city, which extends 5,000 feet into the Mississippi Sound south of the seawall.

Section 2-91. - Bilge, oil.

Bilge water containing or mixed with oils, fuels, or other solvents shall not be pumped, emptied, or deposited into or onto the Marina.

(Code 1963, § 7-28)

Section 2-93. - Leaving supplies on Marina property.

No person shall leave any equipment, material, or supplies of any sort anywhere upon the docks, piers, roads, parkways, sidewalks, promenade, green space, or other areas of the Marina except as otherwise provided by this article.

(Code 1963, § 7-30)

Section 2-94. - Unauthorized signs, structures.

No person or Marina Tenant shall place, erect, or construct any signs, make any alterations or repairs to the facilities in the Marina, attach or construct any dock boxes on the piers and structures of the Marina, or erect any structures of any kind on any dock or pier or ground adjacent to the Marina without the express authorization of the Harbormaster. No dockboxes may be added on any dock or finger pier and no satellite or other antennas may be erected on any dock structures. Except in the designated commercial area of the Marina, no signs may be erected or displayed unless first viewed and approved by the Harbormaster. In the commercial area, all signs must be of the size, dimension, location, and display method required by the City.

Section 2-95. - Repairing vessels.

Only general cleaning (using certified biodegradable and marine-friendly products), waxing, and buffing of a vessel may take place in the Marina. Work beyond minor and general in nature must be done elsewhere and the vessel must be moved to a location away from the Marina for that activity. Minor maintenance to the brightwork and woodwork is permissible but excessive (i.e., where dust or particulate causes impact beyond the footprint of the vessel where work is being performed) sanding with motorized tools and spray painting of any kind is prohibited at all times within the Marina. Mechanical, structural, engine, transmission, and other similar repairs beyond normal routine maintenance are not permitted in the Marina and must be conducted at a location away from the Marina.

(Code 1963, § 7-32; Ord. No. 2719, § 16, 5-3-11)

Section 2-96. - Unsightly, dangerous vessels.

Vessels that are of an unsightly appearance or in deteriorated condition or in an unseaworthy condition – based on the Harbormaster’s opinion and viewpoint – are prohibited from renting any slip space or tying up anywhere in the Marina except temporarily at the fuel dock for the purpose of taking on fuel and supplies. If such a vessel is experiencing an emergency situation or cannot return to sea because of inclement weather, said vessel may be permitted temporary dockage only until the emergency or weather has abated. Vessels that have become dangerous or a nuisance may be deemed as a public nuisance. Owners of dangerous or public nuisance vessels (including sunken or partially sunken vessels) that remain berthed in the Marina will be given notice by the Harbormaster to require that the dangerous condition or nuisance be corrected and/or abated immediately. Failure of the owner to resolve the situation immediately, but no later than three days from the date of the notice, will result in the city taking such steps as necessary to remove the danger or nuisance and to charge the vessel owner with any and all costs incurred by the city for doing so. If the danger or nuisance is so extreme in nature that it must be resolved without any delay whatsoever, the city, at the sole discretion of the Harbormaster, shall have the power to take all action necessary and incidental to remove such danger and/or nuisance.

Section 2-97. - Liability for damage to facilities.

Any person who willfully, mischievously, or negligently damages the docks or other city property located within the confines of the Marina shall immediately reimburse the city for the cost of repairing said damage.

Section 2-98. - Permanent anchors, dead-men.

No person shall be permitted to sink or place any permanent anchor or dead-men in the Marina for the purpose of mooring or holding their vessel off the dock.

Section 2-99. - Houseboats.

Slips shall not be rented for a houseboat or a vessel that does not operate under its own power. Where a vessel owner is denied a slip pursuant to this section, the Harbormaster shall do so in writing. If aggrieved, the vessel owner may appeal that decision to the City Council by submitting a written appeal, within 10 days of the written decision by the Harbormaster by submitting a written notice of appeal to the Harbormaster (with a copy to the Clerk of the City Council). Said appeal shall be heard by the City Council no later than 30 days after the date the appeal was received by the City.

Section 2-101. - Tugboats, freight vessels, shrimp, oyster, and non-sport commercial fishing vessels.

Except as may be otherwise arranged or expressly permitted by the city for a special municipal event, no tugboats, freight boats, shrimp, oyster or nonsport commercial fishing vessels shall use the Marina for any purpose except in the case to take on fuel or in immediate emergency, and no such vessel shall enter the Marina except in case of breakdown, storm or other immediate necessity; provided that the vessels prohibited by this section from using the Marina shall not include boats available for charter or for hire and used mainly in connection with recreational pursuits nor passenger excursion boats.

(Code 1963, § 7-38; Ord. No. 1890, § 2, 2-19-91; Ord. No. 2719, § 18, 5-3-11)

Section 2-102. - Permit to conduct business.

No person shall solicit business or sell or offer for sale any article or commodity whatsoever on the sidewalks, streets, parkways, docks, piers, promenades, green space or any other area adjacent to or within the Marina without first securing the written permission of the Harbormaster or other duly assigned city personnel.

(Code 1963, § 7-39)

Cross reference— Licenses and business regulations, Ch. 5.

Section 2-103. - Fishing, crabbing, cast netting.

No person shall be permitted to fish, crab, or cast nets in or into the Marina from any driveway, sidewalk, promenade, dock, or pier adjacent to or inside the Marina. Trawling with seines or other nets of any kind anywhere in the Marina north of channel markers #7 and #8 is expressly prohibited.

(Code 1963, § 7-40; Ord. No. 1890, § 2, 2-19-91)

Cross reference— Animals, § 7-56 et seq.

Section 2-104. - Mooring to bulkhead or anchoring in Marina.

No vessels may tie up to any bulkhead within or along the entire perimeter of the Marina without the knowledge and approval of the Harbormaster. Anchoring anywhere in the Marina inside of channel markers #7 and #8 is prohibited at all times unless a vessel loses power and needs to anchor to prevent damage to his vessel, other vessels, and/or to city property.

(Code 1963, § 7-42)

Section 2-105. - Reckless operation.

No person shall operate any vessel upon the waters of the Marina in a reckless or dangerous manner so as to endanger the lives or property of others.

(Code 1963, § 7-43)

Section 2-106. –Designated No Wake Zone

All vessels entering the Marina from the south, beginning at channel markers #9 and #10, and including those vessels underway upon all waters within the Marina interior must assume and maintain headway at a speed no greater than dead slow that produces no noticeable wake. Persons operating a vessel in violation of this section shall adhere immediately to any demands by the Marina staff to assume a slower speed and/or to reduce their wake. Otherwise, and to the extent applicable within the Marina waters, no person shall operate a vessel upon the waters of the Marina in violation of Mississippi Boating Law of 1960 (and amendments thereto), Miss. Code Ann. Section 59-21-1, et seq., and any applicable Rules and Regulations which govern vessel operation.

Section 2-107. – Boating under the influence prohibited.

No person shall operate a vessel upon the waters of the Marina in violation of the Alcohol Boating Safety Act (and amendments thereto), Miss. Code Ann. Section 59-23-01, et seq.

Section 2-108. - Transporting, storing gasoline.

No person shall transport any gasoline or other fuel to or from any vessel berthed in the Marina except in a closed U.S. Coast Guard approved marine fuel container of a capacity no greater than six gallons and specifically designed for use with an outboard engine. No fuel of any sort may be transferred from a portable container into a permanently or temporarily mounted fuel tank on or in the vessel while such vessel is berthed in the Marina. No vessel may fuel from a shore-side fuel transportation vehicle, fuel tanker, or fueling tank-wagon except under extreme emergency conditions and only when authorized and overseen by the Harbormaster. No fuel or oil of any sort may be stored on the docks or piers, or in any dockboxes within the Marina.

Section 2-109. - Persons authorized on docks.

No person shall go upon the docks or piers of the Marina except Marina Tenants, the Marina Tenants' guests, an authorized agent of the Marina Tenant, or the duly authorized employees of the city. Others will be asked by Marina staff to exit immediately the Marina's docks and piers (defined as any area within the gates and walls of the Marina with exception of the boat launch area). If the person is not compliant with the Marina staff member's request, the staff member may contact the Gulfport Police Department for assistance in removing said person or persons from the premises.

Section 2-110. -Slips, docking, power, and vessel safety

All vessels berthed in a slip are expected, minimally, to utilize all four tie points, i.e., two stern lines and two bow lines, one of each on both the starboard side and port side of the vessel. Vessels tied side-to along a pier are to use a bow line, stern line, appropriate spring lines, and portable fenders to keep the vessel off the dock. Tie (dock) lines are to be of appropriate material, sufficient strength and diameter for the size and weight of the vessel being berthed using these guidelines as the minimum expected by the Marina:

Vessels under 20' are to use at least 3/8" line.

Vessels 20' to 30' are to use at least 1/2" line.

Vessels 30' to 40' are to use at least 5/8" line.

Vessels 40' to 60' are to use at least 3/4" line.

Vessels over 60' are to use at least 1" line.

Power cords, running from the power pedestal to the vessel, must be of the marine-rated twist-lock type and rated for the power being delivered (30, 50, or 100 amp). Power cords must be certified marine grade and must be in water-tight, factory condition, i.e., power cords may not be repaired or retro-fitted in any manner except the replacement of the ends with marine-approved equipment so designed for the repair. Power cords must be of sufficient length to permit slack at all times between the vessel and power pedestal and they are to be secured in a manner that will prevent them from hanging in the water or pulling on the power pedestal's outlet. Adaptors intended to change the configuration of the power pedestal's outlet type may not be utilized and household extension cords – regardless of rating – are strictly prohibited outside the confines of the vessel. Power pedestals are to remain unlocked at all times. The Harbormaster and the Marina staff shall retain the right to board any vessel at any time, with or without Marina Tenant permission, for the purpose of ensuring ensure vessel safety, Marina safety, safety to others, and for due diligence when any abnormality, no matter its origin, is directly observed or reported as such by others.

Section 2-111. – Marine heads and pump out services

Free pump out service, for the sole purpose of emptying sewage from the vessels holding tank, is provided 24 hours a day on each dock and for each slip and is also provided at the fuel dock. Marina Tenants shall make contact with the Harbormaster or the Marina staff whenever a pump out is required. Mississippi law prohibits discharge of any sewage, treated or untreated, into the state's waters, including the waters of the Marina. Any recreational vessel berthed in the Marina that also has on board a functional marine head must additionally have on board an operable marine sanitation device (MSD) that is of a type certified by the U.S. Coast Guard for the size vessel affected. All MSDs must be configured in a manner that meets or exceeds USCG regulations for same.

Section 2-212. – Vendors, insurance, and check-in/-out

Subject to the limitations found at 2-95, any Marina Tenant who hires or compensates an individual, company, or contractor to perform any type of work on their vessel must first ensure those in their employ carry valid and unexpired liability insurance in an amount of no less than \$500,000, and that the certificate of insurance clearly identifies (in writing) the City of Gulfport as an additional insured. A copy of the contractor's valid and current certificate of insurance must be on file in the Marina office before the work is commenced. Additionally, contractors must sign in

with the Marina office before proceeding beyond the gates and walls of the Marina to perform their services and must sign-out upon completion. The types of individuals to whom this section applies would be mechanics, divers, detailers, yacht brokers, surveyors, sail makers, upholsters, painters, finishers, woodworkers, and anyone else who performs any kind of work-for-hire on a vessel in the Marina.

Section 2-213. – Vessel registration and/or documentation

To verify current and ongoing ownership of the vessel identified on the Vessel Dockage Agreement, all Marina Tenants must provide the Marina office with a copy of their current State of Mississippi Vessel Registration and/or a copy of their current U.S. Coast Guard documentation. Before expiration of any registration or documentation, Marina Tenants must take action to provide updated and unexpired copies to the Marina office for the duration of their stay in the Marina. Boaters visiting from another state for 60 days or less may instead present a copy of their home state's registration or USCG documentation. Owners of foreign flagged vessels must provide the Marina Office with a valid and unexpired "Cruising License" issued by the U.S. Customs and Border Protection Department under the guidelines outlined in 19 CFR 4.94, YACHT PRIVILEGES AND OBLIGATIONS.

Section 2-214. – Slip Wait Lists for Tenants and non-Tenants

A non-Tenant wait list, (only established for a full Marina), is intended to provide non-Tenant boaters with a high degree of certainty that a slip will become available for them when a vacancy occurs at some unknown point in the future. Individuals on the non-Tenant wait list must make their decision within three days of being contacted by the Marina office. The Marina Tenant wait list is intended to provide those internal Marina Tenants who desire a different slip the opportunity to move when a vacancy occurs. Marina Tenants will have first right of refusal over non-Tenant boaters for a vacant slip and their decision to transfer slips must be made within three days of being contacted by the Marina office.

Section 2-215. – Monthly, semi-annual, and annual payments, billing

Initial monthly slip rent payments, sufficient to cover a minimum one-month (30 days) period of rent, are due and payable on the day the Vessel Dockage Agreement is signed. Slip rent and fees will be applied on a prorated basis for the remaining days in the month the Vessel Dockage Agreement was signed, and any credit remaining will be applied on the first day of the following month. Marina Tenants who pay their rent on a monthly basis will not be billed or reminded, by mail or otherwise, and it is incumbent upon the Marina Tenant to ensure payment is made on or before the first day of each month but no later than midnight on the 14th day of the month. Marina Tenants who pay their rent on a semi-annual or annual basis will be notified once by mail in the month prior to their payment coming due. Any payments received after the 14th of the month will be considered late and become subject to charges outlined in Section 2-84 of this article. The City may pursue any means allowed by law to collect unpaid slip rental rent payments and other fees and charges or to otherwise protect its interests.

Section 2-216. – Boat launch, trailering, parking

Individuals who use the Jones Park boat launch will use the staging area, directly north of the launch ramps, for the sole purpose of readying their boat for removal from the trailer and backing their trailer onto the ramp. Parking is never permitted in the staging area. Parking for vehicles and connected boat trailers is allowed only in the posted and designated lot or lots. Vehicles without a trailer connected may not park in the designated boat trailer parking area nor may a trailer be parked without its tow vehicle attached. Except as may be allowed for events sanctioned by the City, parking of any individual vehicles, vehicles with trailers, or trailers of any sort, including towable bar-b-que trailers, is absolutely prohibited anywhere inside the curblin of Jones Park including any of the green space and/or on any sidewalks therein. Vehicles violating the parking rules of the boat launch or Jones Park will be ticketed, towed, or booted without further notice at the discretion of the Marina staff and/or law enforcement.

Section 2-217. – Control and policing of domesticated animals

No domesticated animals are allowed to roam freely the docks, piers, sidewalks, promenades, beach, or any other land areas adjacent to the Marina. All domesticated animals, regardless of species, must be physically leashed and in control of the owner at all times when said animal is off the vessel. All domesticated animal waste must be policed and disposed of by the animal owner. At no time may domesticated animal waste be washed or thrown overboard into the waters of the Marina or the Mississippi Sound.

Section 2-218. – Severe weather and hurricane plan

Because severe weather may occur at any time, Marina Tenants must ensure their vessel is always appropriately prepared and secured to handle the potential onslaught of high winds, high tides, heavy rains, or all three at once. In the event of an approaching tropical system, Marina Tenants are reminded to monitor the National Weather Service

and make prudent decisions regarding the evacuation of their boat from the Marina. In the event a tropical system will raise the water level in the Marina by at least four feet, and/or based on other advice from the Harrison County Civil Defense, the Harbormaster may direct that all Marina Tenants are to seek safer dockage for their vessels. This announcement will be prominently posted and updated on the Marina's web page at www.gulfportmarina.com. Marina Tenants who fail to abide by any directive to remove their vessel from the Marina will assume any and all liability and responsibility for said vessel and any damage it receives or any damage it may cause to city property as a result of the storm's impact on the Marina, and may be denied any future dockage privileges in the Marina.

Section 2-219. – Designation of slip sizes

All slips in the Marina are pre-designated in size and include adequate buffer zones, both fore and aft, to accommodate vessel movement within the slip. Except along the Marina walls, and/or at the Harbormaster's discretion, no vessel may at any time exceed the maximum designation for a particular slip. No vessels, or any part thereof, may at any time extend beyond the end tie-piles into the fairway. Slip assignments are based on the actual physically measured length of a vessel from the further point forward to the furthest point aft, including bowsprits, bow pulpits, swim platforms, dingys and/or dingy davits.

DESIGNATED MAXIMUM OF VESSEL'S MEASURED LENGTH

A Slip – restricted to vessels greater than 64' but smaller than 95'

B Slip – restricted to vessels no greater than 64'

C Slip – restricted to vessels no greater than 56'

D Slip – restricted to vessels no greater than 46'

E Slip – restricted to vessels no greater than 36'

F Slip – restricted to vessels no greater than 30'

G Slip – restricted to vessels no greater than 24'

H Slip – restricted to vessels no greater than 19' Vessels will be assigned, by the Harbormaster, only to a slip in which the vessel's measured length does not exceed the designated maximum for the slip. Vessel owners who desire and elect to berth their vessels in a larger slip than designated will be charged for the size of the slip instead of the LOA of their vessel. Except with Harbormaster approval, no vessel may at any time be berthed in a slip that is designated as too small for the vessel LOA.

Section 2-220. – Movement of vessels to accommodate boat shows

From time to time, the city may host various boat shows which may necessitate the temporary relocation of vessels from their designated slips into slips or other areas that are outside the limits of the show. When events of this nature occur:

- (1) Marina Tenants will be notified by the Marina at least 30 days in advance if they will be required to move their vessels.
- (2) Marina Tenants are expected to move their vessel into the designated temporary slip no earlier than 14 days and no later than seven days before the event opens to the public.
- (3) Vessels that are not moved by the Marina Tenant within seven days before the event opens shall be moved to their temporary slip by the Marina staff.
- (4) No earlier than three days, but no later than seven days, after the conclusion of the boat show, Marina Tenants shall move their vessels back to their original slip.
- (5) Vessels that are not returned to their contracted slip by the Marina Tenant within 7 days of the event may be moved back to their contracted slip by the Marina staff.

Section 2-221. – Incentives

The City reserves the right to implement various incentive and marketing programs, as necessary and as appropriate, for the purpose of increasing permanent slip occupancy and/or transient visits to the Marina.