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Foreword

Thank you for choosing the Des Moines Marina. The City of Des Moines wants to provide a safe, efficient and enjoyable atmosphere at the Marina. To ensure your safety and the smooth operation of the Marina, we require all users of the Marina facility to comply with the rules and regulations in this manual.

This Manual has five chapters. The first chapter cites the ordinances that give the City Administration the authority to make and enforce rules and regulations at the Marina. This chapter also explains the duties and obligations of Marina tenants and users, relative to the safe and efficient operation of the Marina. The second chapter contains the Marina Rules. These Rules govern the business relationships between the City and the users of the Marina. The user groups include the permanent moorage tenants and people on the waiting list for permanent moorage, the guest moorage, launcher and fuel dock customers and vendors who have business in the Marina. The third chapter contains the regulations pertaining to the safe and secure operation of the Marina.

Chapter Four contains the Best Management Practices for Compliance with state and federal environmental laws. The Best Management Practices, referred to throughout this manual as the “BMP’s”, are a combination of rule, policy and procedure that serve as both rules and resources in how to comply with environmental laws.

Chapter Five contains the current rates and fees charged by the Marina for moorage and other services. These rates are usually updated in January and February of each year. People who have older editions of the manual may obtain copies of the current rates and fees at the Marina office.

Occasionally, usually in response to a unique or changing condition, the City Administration, acting through the Harbormaster or City Attorney, will issue a clarification of a particular Rule or Policy. These clarifications are intended to let the users of the Marina know how the City will apply the Rules to a specific situation. Clarifications will be included in the manual as they are issued and can be found in Appendix I of this manual.

The Marina staff welcomes any comments or questions about this manual. See our website www.desmoineswa.gov. The Marina can be contacted by telephone at 206-824-5700, fax 206-878-5940, or by writing to:

City of Des Moines Marina
22307 Dock Ave. South
Des Moines, WA 98198

Organization

The Des Moines Marina is a department of the City of Des Moines and is subject to all applicable laws affecting municipal corporations of the state of Washington (RCW 35A).

The Des Moines City Council sets all legislative and general policy. This consists of such ordinances, resolutions and official directives by motions that are necessary to establish and operate City departments.

The City Council meets at 7:30 p.m. each second and fourth Thursday of each month. All meetings are open to the public. Any person may address the City Council and be heard during the "comments from the public" portion of the agenda. Persons may contact the City Clerk for agenda information (206-878-4595).

The City Manager is appointed by the City Council and is responsible to the Council for the implementation of laws, ordinances, resolutions and directives. The City Manager establishes executive policy, issues administrative directives and supervises the affairs of the City.

The Harbormaster is appointed by and is responsible to the City Manager for the operation of the Marina. The Harbormaster directs the Marina's daily operations.

The Marina is divided into three separate divisions, the Administrative Division, the Service and the Maintenance Division. The Administrative Division consists of the office staff and the Harbormaster. The Assistant Harbormaster is responsible for the daily operations of the Service and Maintenance Divisions. Two supervisors, four Marina attendants and three to five seasonal Marina aides assist him.

Chapter 1: Compliance with Marina Rules

Introduction

- (1) **Purpose**
The purpose of the Marina Rules is to promote the safe, efficient, enjoyable and equitable operation of the Des Moines Marina for the public.
- (2) **Notification**
It is the user's responsibility to review or obtain a current copy of the Marina Rules/Policy & Procedures Manual from the Marina office. The Marina does not accept responsibility for mailing or delivery of the Marina rules or for ensuring that Marina users have familiarized themselves with the most current Marina regulations. Current editions of these rules will be made available in the Marina office. Charges maybe applied to copy requests.
- (3) **Application**
These rules apply to all users of the Marina and its facilities. Use of the Marina and its facilities constitutes implied acceptance of the terms and duties set forth under these rules.
- (4) **Definitions**
All terms not specifically defined in a Rule shall be defined by their common usage. When a definition is at issue, the Harbormaster's interpretation of the term shall stand.
- (5) **Interpretation**
Marina personnel may interpret the reasonable intent of these rules, consistent with the best interests of the public, to carry out the purposes of the rules.
- (6) **Invalidity of Particular Provisions**
If any term or provision of these regulations or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these regulations shall not be affected thereby and shall continue in full force and effect.
- (7) **Hold Harmless**
Anyone visiting the Marina does so at his/her own risk. The Marina assumes no liability for loss of property, personal injury, or any other liability arising out of the use of the Marina and its facilities. To the fullest extent provided by law, each user of the Marina agrees to indemnify the Marina and hold the Marina harmless from any liability.

Enforcement of Marina Rules

- (1) **Authority to Promulgate and Enforce Laws, Rules, and Regulations**
The Harbormaster and his agents retain broad authority to ensure the safe and efficient operation of the Marina. Under this authority, the Harbormaster may issue oral and written directives, promulgate rules and regulations, and enforce all applicable laws and regulations. The Harbormaster retains all necessary police powers to protect property, public peace, and safety within the Marina. These powers include the power to issue Notices of Infraction for violations of law and/or Marina rules. [Ord. 466, Sec. IV, A, B]

(2) **Duty of Marina Users to Comply with Laws and Marina Rules**

Every person shall comply with the rules and regulations of the Marina and all reasonable directives (oral and/or written) of the Harbormaster, or an employee of the Marina, relative to the safe and efficient operation of the Marina. Failure to comply is a violation of the City Code and the Marina Rules and may be grounds for requiring such person to remove him/herself and/or a vessel or vehicle from the Marina, issuance of a Notice of Infraction, or any other remedy as the Harbormaster deems necessary. [Ord. 466, Sec IV, C]

(3) **Notice of Infraction**

Failure to comply with the Marina Rules is a class one civil infraction. If, in the opinion of the Harbormaster, a violation that is especially egregious or is a repeat violation may be referred to the City Attorney. The City Attorney may issue a Notice of Infraction to any person the City Attorney reasonably believes is violating any applicable law or Marina Rule. A Notice of Infraction represents a determination that a civil infraction and a violation of Marina Rules have been committed, and a monetary penalty and/or Marina fine may be assessed. The determination is final unless contested in compliance with the Des Moines Municipal Code. [Ord. 1009, Sec. 56; Ord. 907, Sec. II, Ord. 466, Sec. IX]

Chapter 2: Marina Rules

RULES AND REGULATIONS OF THE DES MOINES MARINA RULE 1.0

PROOF OF OWNERSHIP

To maintain the integrity of the waiting lists, it will be necessary for the Marina management to establish and continually monitor the ownership interests for each vessel moored at the Des Moines Marina. Therefore, the Harbormaster is authorized to request proof of ownership from any tenant or potential tenant at any time, not only in those situations specifically required by the service agreement or these rules, but in any other situation in which, in the opinion of Marina management, there is an imminent or potential violation of either the letter or spirit of any agreement or rule.

The basic documents for establishing proof of ownership are:

- A current **Washington State Certificate of Title** as provided in Chapter 88.02 RCW, or
- A valid marine document as a Vessel of the United States, **USCG Documentation**, as described in Chapter 88.02.020 RCW.

In questionable transactions, the Harbormaster shall submit the file to the City Attorney for review and approval. The City Attorney may require further documentation, such as, but not limited to, one or more of the following:

- A certificate of insurance, showing the proper individuals as loss payees.
- Canceled checks, showing consideration for the sale of the vessel.
- Financing papers, showing the proper individual as the owner.

Contrivances to Obtain or Retain Moorage

Small boat moorage is limited in the Puget Sound area and the City of Des Moines' policy is to allocate the benefits of the Marina as fairly as possible. To that end, waiting lists have been established for all sizes of moorage. The policy and procedures related to the waiting lists are described in Rule 5.

Especially with regard to boat ownership, (and in general with all Marina/customer relations), situations arise in which the letter of the rules have been complied with, but it is obvious to a reasonable person that the spirit of the rules has been violated. These situations result in unfairness to other customers, especially those on the waiting lists.

Therefore, the Harbormaster is authorized to deny moorage, terminate moorage, or refuse to reinstate moorage to any customer if it appears that the customer has fabricated a contrivance to obtain or retain moorage. In these matters, the decisions of the Harbormaster shall be reviewed by the City Manager and the City Attorney. A written memorandum affirming or reversing the Harbormaster's decision will be issued by the City manager.

Unacceptable Documentation

Especially with regard to boat ownership, (and in general with regard to all Marina /customer relations), when violations of the rules are discovered by Marina staff, documentation prepared or executed after the date of discovery will not be accepted.

RULE 1.1

MOORAGE PERSONAL TO THE TENANT OF RECORD DEFINITION AND STATUS OF THE VESSEL OF RECORD

DEFINITIONS:

The **Tenant of record** is that person or persons whose names are entered on the Marina Moorage Master Account Record and whose signature is applied to the service agreement. Prospective tenants must comply with Rule Number 2, (the Grandfather Clause), or Rules Number 6.0, 6.1, and 8 to be eligible to enter into a service agreement with the Marina.

The **Vessel of Record** is that vessel whose physical description and current Washington State Registration Number or current USCG Documentation number are entered on the Moorage Master Account Record.

RULE:

Except as otherwise provided in these Rules, moorage is personal to the tenant of record and may not be assigned or transferred to any person or entity. Upon the death of the tenant of record, the moorage rights shall be terminated and the estate of the deceased tenant shall have no interest in such moorage; provided, however, that should the vessel of record pass to the spouse, or child, a sibling, or ancestor of the tenant or to a natural person who is a devisee under the tenant's will, the moorage may pass along with the vessel of record.

Notwithstanding the requirements of any other Rule, the ultimate test for proof of ownership in a vessel is whether the heirs of the person claiming the ownership interest would have a right to such ownership interest under the probate laws of the State of Washington upon the demise of the person or persons claiming the ownership interest; subject, of course, to all of the provisions of this rule.

The slip assigned to the tenant of record must be occupied exclusively by the vessel of record, with the exception that a tenant may sublease their assigned slip, subject to Rule Number 4. The owner of a vessel occupying a slip in violation of this rule will be subject to a penalty of \$10.00 per day plus the appropriate guest moorage fee. If the penalties and fees assessed are not collectable from the owner of the vessel found in violation of this rule, the tenant of record will be responsible for such penalties and fees.

Except for commercial leases or recognized clubs, no tenant shall have a beneficial interest in more than one berth at the Marina.

RULE 1.2

DEFINITION AND STATUS OF PARTNERSHIPS MINIMUM OWNERSHIP REQUIREMENTS FOR THE VESSEL OF RECORD

DEFINITIONS:

For the purpose of this rule, a **lien holder** is a person(s) or financial institution that has a recorded lien against the vessel of record for the purpose of securing a loan for the purchase of the vessel.

For the purposes of this rule, **the registered owner(s)** is the person(s) listed as the registered owner(s) on a Washington State Certificate of Title, or listed as the “owner” of a vessel carrying United States Documentation.

For the purposes of this rule, a **Partnership** exists when the vessel of record has more than one (1) registered owner. In cases where there is no lien holder, a **Partnership** exists if there is more than one registered owner and/or legal owner.

For the purposes of this rule, **Recognize** means that the records of the Des Moines Marina are changed to reflect the multiple ownership interest and the additional owners acquire rights identical to and derivative from the original berth holder.

RULE:

Partnerships that exist before application is made to the Marina waiting lists must be documented by listing each partner’s name on the waiting list application. Each partner’s notarized signature must also be on the application.

Partnerships that are created after the original owners application to the waiting list will not be recognized until the new partner(s) have applied and gone through the appropriate waiting list. The original owner must maintain at least a 1/3, (33%), ownership interest in the vessel of record.

Partnerships that are created after the original owner enters a moorage agreement with the Des Moines Marina will not be recognized until the new partner(s) have applied and gone through the appropriate waiting list. The original owner must maintain at least a 1/3, (33%), ownership interest in the vessel of record.

Partnerships that are created by exercising a “grandfather clause” are addressed in Rule 2.1.

At the time a partnership enters a moorage agreement with the Marina, or before a partnership is recognized by the Marina, each party to the partnership must sign a “consent to release information” form directed to the State of Washington Department of Licensing, and the partners must provide a current copy of the vessel’s title. In the case of U. S. Coast Guard documented vessels, a current copy of the document must be supplied. The Harbormaster may request a copy of a written partnership agreement, if one exists.

RULE 2.0

CONDITIONS UNDER WHICH A TENANT MAY EXERCISE THE "GRANDFATHER CLAUSE"

The purpose of this rule is to describe the conditions under which the City will recognize a transfer of boat and berth. Initially, the only tenants authorized to transfer boat and berth are those individuals who held moorage prior to October 31, 1975, and signed the new moorage agreement prior to that date. The purpose of this rule is to ensure that a transfer of boat and berth constitutes a genuine, bona fide and fully legal transaction and it is not a device to transfer the berth solely. The following **procedure shall apply:**

1. An audit of Marina records must verify the existence of the right to transfer boat and berth.
2. The seller must have proof of ownership of the boat being sold. The boat being sold must be the same boat as that listed on the Marina Master Account Record.
3. The transferee must establish that the transaction was bona fide by providing the following documentation:
 - (a) A notarized bill of sale.
 - (b) Two or more of the following documents:
 - (1) Executed use tax return
 - (2) Washington State Title
 - (3) Insurance papers showing transferee as loss payee.
 - (4) Canceled checks, showing consideration for the sale of the boat.
 - (5) Financing papers, showing transferee as owner.
4. In a questionable transaction, the Harbormaster shall submit the file to the City Attorney for review, and require such additional documentation as recommended by the City Attorney.

The following time limitations shall apply to transfer of boat and berth. In a completed transaction (that is where the vendor loses all interest in the vessel at the time of sale) application for transfer of the berth shall be made no longer than thirty days after the date of sale. In a conditional sale (that is where the vendor retains title subject to payment in full of the purchase price) application for transfer of the berth may be extended, at the sole discretion of the Harbormaster, to a time no longer than eighteen months following the sale; provided, however, that (1) the application for extension is made within the thirty day period following the sale, and (2) the berth holder presents to the Harbormaster adequate documentation showing a bonafide conditional sale. In questionable transactions, the documentation shall be submitted to the City Attorney for his ruling. Failure to comply with these procedures shall result in disapproval of the berth transfer.

RULE 2. 1

EXERCISING GRANDFATHER RIGHTS TO CREATE A PARTNERSHIP

DEFINITIONS:

The expression "**recognize**" means that the records of the Des Moines Marina are changed to reflect the multiple ownership interest and the additional owners shall acquire rights identical to and derivative from the original tenant.

RULE:

Creation of a multiple ownership interest (partnership) shall constitute an exercise of such "grandfather rights" and the berth holder shall lose any further rights to transfer boat and berth, on the grounds that sale of a part of boat and berth constitutes such exercise.

The Des Moines Marina will recognize a reverse transaction. That is, the berth holder may buy into another vessel and create a multiple ownership with the owner or owners of the vessel. This will also constitute an exercise of the "grandfather right"; the new partnership will not have the right to transfer the berth with the sale of the vessel.

RULE 3.0

DEFINING COMMERCIAL USE OF MOORAGE CONDITIONS FOR COMMERCIAL USE OF MOORAGE

Commercial berth use is defined as use of the berth for profit (except occasional charters) and shall include, without limitation, use of a berth for sales, repairs, substantially full-time charter, clubs & schools, and the like. No individual, sole proprietorship or business entity shall have a beneficial interest in more than three commercial berths. Nothing contained herein shall prevent an individual from having the beneficial interest in one pleasure berth in addition to a commercial berth or berths; provided, however, that the pleasure berth shall not be used at any time or under any circumstances for commercial purposes, and any commercial use of a pleasure berth shall result in immediate termination of pleasure berth. No more than ten percent of any particular slip size shall be allotted to commercial berths. All commercial berths shall be in the name of sole proprietorship or business entity. Commercial berth assignments shall be for one year and shall be renewable on an annual basis. A commercial berth shall be renewed for an additional year as a matter of course subject to annual proof that the business is still functioning and all business permits and licenses have been obtained. Based on the proposition that boat turn-over can be expected in commercial berths, rules relative to failure to utilize shall not be applicable to commercial berths, and rules relative to proof of ownership may be applied at the discretion of the Harbormaster; provided, however, that should it appear at the time of annual renewal that the berth has not been used substantially during the previous year and there is no immediate prospect of substantial use in the near future, the Harbormaster may decline to renew the berth. Commercial berths may not be converted to pleasure berths. Commercial berth holders shall not permit boats owned by other individuals to use commercial berths on a subleasing basis or otherwise, and any violation of this provision will result in termination of the moorage rights. Pleasure berths may be converted to commercial berths, provided that application is made to the Harbormaster prior to

commercial usage. Conversion of a berth pleasure to commercial shall be at the sole discretion of the Harbormaster, and his standards for approval shall be (1) compliance with the requirements of this Rule, and (2) whether such conversion will arguably interfere with the safe and efficient operation of the Marina. There shall be two further conditions on conversion from pleasure to commercial usage: (1) the berth holder shall relinquish any rights he may have to assignment of the berth under Paragraph 8 of the Service Agreement, such conversion being an exercise of "Grandfather" rights, and (2) the berth may not be re-converted to pleasure use.

Sunset Clause

Beginning on January 1, 2000, the City of Des Moines Marina will not enter into any new service agreements for commercial moorage, and no existing commercial moorage account will be transferred with the sale of the underlying business.

Beginning on January 1, 2001, all existing commercial moorage service agreements will be terminated. At that time, the holders of the remaining commercial moorage slips will be given the opportunity to enter into a service agreement with the City of Des Moines Marina as individuals or multiple owners/partnerships. In a case where more than one slip is involved, the former commercial tenant(s) will be allowed to keep a single slip of their own choosing.

RULE 4.0

TERMS AND CONDITIONS FOR SUBLEASING SLIPS AND DRY MOORAGE SHEDS

DEFINITIONS:

Sublease: The occupancy of a slip not owned by the tenant of record for that slip, with the express or implied permission of that tenant, is a sublease.

RULE:

Terms and Conditions for Subleasing – General

1. All subleasing will be done through the Marina office.
2. A sublease must be a minimum of one month in duration.
3. The Marina office will bill each subleasee directly for moorage and electricity and the subleasee will pay the Marina directly for the amount billed each month. Sublease moorage rates will be posted on the Marina office bulletin board.
4. The permanent tenant's account will be credited for moorage according to the terms listed Section 4 – Rates & Tariffs.
5. To facilitate subleasing, the Marina will maintain an informal list of boat owners who are looking for subleases. Tenants who want to sublease their slip may sublease to a person of their own choosing, or have the Marina office arrange the sublease with a boat owner from the list.

For Tenants:

1. Tenants may sublease their slip for up to six months in any 12-month period.
2. Tenants who want to sublease to a subleasee of their own choosing must notify the Marina office and have a signed sublease agreement in place before the beginning of the sublease. Tenants who would like the office to arrange a sublease for them must give the office at least two weeks notice.

For Subleasees

1. All subleasees must complete and sign a Marina Sublease Agreement.
2. Subleasee’s will be subject to all of the Rules and Regulations of the Des Moines Marina, and all City of Des Moines Ordinances that apply.

RULE 5.0

**ESTABLISHING WAITING LISTS FOR ALL CLASSES OF MOORAGE
ESTABLISHING RULES AND PROCEDURES FOR ENTERING THE WAITING LISTS,
MAINTAINING THE LISTS, OFFERING MOORAGE AND ENTERING INTO A
CONTRACT FOR MOORAGE SERVICES WITH THE DES MOINES MARINA**

The City of Des Moines has established the policy that all moorage will be assigned by using the waiting list procedure. If, in the opinion of the Harbormaster, in consultation with the City Manager and the City Attorney, moorage has been obtained at the Marina in violation of this Rule, the moorage will be terminated. In such cases, the burden of proof that this Rule and all other Marina Rules, policies and procedures have been faithfully complied with, will rest with the moorage holder.

Waiting lists have been established for all classes of moorage in the Marina. These lists are made up of the numbers of the waiting list applications that conform with all of the provisions of this Rule. When the Marina accepts a waiting list application, the number of the application is placed at the bottom of the appropriate list. Moorage, when it becomes available, will be offered to the applicant on the appropriate list with the lowest application number. The following lists will be kept.

OPEN	COVERED
20	20
24	24
28	28
32	32
36	36
40	40
50	50
45-50	DRY SHEDS
48-54	DRY STORAGE
56-62	

Entry Procedures:

Any person or persons may place themselves on any list by complying with the following entry procedures.

- The applicant(s) shall complete and sign a numbered Marina Waiting List Application.
- The applicant(s) will have their signatures notarized by a Notary Public.
- The applicant(s) will pay a non-refundable fee of \$30.00.

Applicants will be given a copy of the completed waiting list application and a copy of this Rule and Rule No. 8, (Appropriate Vessel Size). The applicant's number will be placed on the appropriate list and posted at the Des Moines Marina office. An applicant(s) may enter any number of waiting lists, as long as the entry procedures, including deposit, are followed for each list.

Waiting List Fee:

Applicant(s) shall pay an annual waiting list service fee. The amount of the annual fee is listed in Section 4 – Rates & Tariffs and will be billed on the anniversary of the applicant's placement on the list. Applicants who are on multiple lists will be assessed a fee for each list. Partial payments shall be credited to the list with the oldest entry date. Applicants, who fail to pay the annual fee within 30 days of the date due, will be removed from the waiting list for which the fee was due and their deposit will be forfeited.

Notification and Signing Letter of Intent:

When a berth becomes available, the applicant with the lowest application number from the appropriate waiting list will be notified in writing, by certified mail, of the availability of a berth. The applicant shall be responsible for keeping the mailing address on the waiting list application current. The City of Des Moines Marina accepts no responsibility for mailing procedures or delivery other than the correct posting of said application using the address on the corresponding waiting list application. The applicant shall have fifteen (15) days from the date on the notification to appear in person at the Marina office and sign a letter of intent, stating that the applicant will comply with the conditions set forth in these Rules and Regulations and will enter into a contract for moorage services with the City of Des Moines Marina. If the applicant fails to respond and sign a letter of intent within the fifteen-day period, the applicant's name shall be withdrawn from the waiting list and the deposit will be forfeited.

Fees:

At the time of the signing of the letter of intent, the applicant shall pay a security deposit in the amount of one month's moorage plus moorage and leasehold tax for the current month. The first month's moorage will be pro-rated to the 1st or 15th of the month, whichever is closer to the date of acceptance.

Compliance with Rule No. 1 and Rule No. 8:

Within 30 days from the date the letter of intent is signed, the applicant shall provide the Marina office with proof of compliance with Marina Rule No. 1 (Proof of Ownership), Rule No. 1.1 (Vessel of Record). The applicant must also have the Marina staff verify that their vessel is the appropriate size for the moorage offered, Rule No. 8, (Appropriate Vessel Size). The Harbormaster may grant reasonable extensions to the 30-day period, but such extensions must be in writing and signed by the Harbormaster or designee.

Entering into a Contract for Moorage Services:

When the applicant complies with the provisions of Rules No. 1, 8 and 1.1, the applicant and the City of Des Moines Marina may enter into a contract for moorage service, at which time the applicant will become the “**tenant of record**” for the assigned slip, with all the rights and duties of a tenant of the Marina.

Waiting List Number Personal to Applicant:

Rights acquired by being placed on the waiting list are personal to the applicant(s) and may not be assigned. No change of applicant(s) will be recognized after this application is executed, including, but not limited to, addition of names. If an applicant desires the application to be in the name of a marital community, both the husband and wife shall sign the application. If applicant becomes married subsequent to the date of application, a spouse may be added with signed permission of the Harbormaster, and the applicant will be required to produce a marriage certificate.

Failure to Comply:

Failure to comply with the requirements of Rules No. 1, 8, and 1.1 within the 30-day time period, plus extensions granted by the Harbormaster, will result in the immediate termination of moorage. The termination notice will be in writing, but without the necessity of any other notice requirement found in these rules. Further, the applicant will not have any of the appeal rights set forth in other parts of these rules.

RULE 5.1

ESTABLISHING WAITING LIST PROCEDURES FOR APPLICANTS WHO OWN MULTI-HULLED VESSELS

Applicants who own trimarans will be placed on the list appropriate to the length of the trimaran. When the applicant's number reaches the top of the list, before moorage is offered to the applicant, the Harbormaster will determine if the moorage available is appropriate for a trimaran. If it is not, the applicant may remain at the top of the list until appropriate moorage does become available, or they choose to withdraw.

The following conditions will apply in all cases:

- All "trimaran" waiting list numbers on the lists will be followed by the letters “TRI”
- When appropriate moorage becomes available, the applicant must place a trimaran in the moorage within the four-month period. The applicant will not be allowed to list another type of vessel as the boat of record.

- The decision as to whether a particular moorage is appropriate for a trimaran shall be made by the Harbormaster in his sole discretion and shall be based solely on considerations of safe and efficient operation of the Marina.
- All other conditions of Rule 5.0 must be met, including compliance with Rules No. 1, 1.1, & 8.

RULE 5.2

ESTABLISHING PROCEDURES FOR CHANGES IN BERTH ASSIGNMENTS WHEN A CURRENT TENANT IS OFFERED NEW MOORAGE

Many of the Marina's current tenants are also on waiting lists for other classes of moorage. This rule establishes the procedure for changing slip assignments when a current tenant is offered new moorage. Generally, the new moorage is larger, and one of the following situations applies:

- The current tenant's vessel is over length for the class of moorage they currently occupy, and their vessel may or may not be the appropriate size for the new moorage.
- The current tenant's vessel is not the appropriate length for the new moorage, and the tenant anticipates selling their current vessel and purchasing a new vessel that is the appropriate size for the new moorage.

When the new moorage becomes available, the current tenant will be notified following the procedures in Rule 5 and all of the provisions of Rule 5, Rule 1.1 and Rule 8 will apply.

If the current tenant's vessel is over length for their current class of moorage, they must accept the new moorage, relinquish their current moorage, and move as soon as possible. If they do not do so already, the current tenant will have four months to comply with the provisions of Rule 5, Rule 1.1, and Rule 8.

If the current tenant's vessel is not the appropriate length for the new moorage, they will be permitted to sublease either their current slip or the new slip for a period of four months from the date of accepting the new moorage. The current tenant will have four months to comply with the Rule 5, Rule 1.1, and Rule 8. If they fail to comply within the four-month time period, and the old moorage has not been terminated, the current tenant may return to the old moorage. It is the City's intention in this situation to allow the current tenant to sublease either the old moorage or the new moorage in order to facilitate the selling of the old vessel and/or purchase of a new vessel.

As stated in Rule 5, in either case, the Harbormaster may allow reasonable extensions of the four-month period, for sufficient cause. It is the Harbormaster's sole discretion as to what constitutes sufficient cause.

RULE 5.3

ESTABLISHING PROCEDURES FOR EXCHANGING A SLIP ASSIGNMENT

This rule establishes the procedure for exchanging slips. The Marina office will maintain a “Request to Move” list for each class of moorage offered. The following procedures will apply:

- **A NON-REFUNDABLE, ONE-TIME, REGISTRATION FEE OF \$40.00** Will be charged . This fee is an administrative fee. The registration fee does not apply to moorage and it is non-refundable.
- Request to move assignments will be based upon, first the ***Request to Move Date*** and, second, the ***applicant’s moorage contract date***. Moves made to accommodate a physical disability or to improve navigation within the Marina waterways may be given priority. These moves will be reviewed and approved by staff.
- If any applicant on the request to move list fails to accept the new berth assignment or cannot be contacted within **seventy-two hours** of the date the new slip assignment is offered, the listing will be cancelled.
- It shall be the responsibility of the applicant to make arrangements to move their vessel to the newly assigned slip on the date it is available.
- It shall be the responsibility of the applicant to provide an alternate contact party in the event the applicant cannot be reached.

All requests to move are subject to the approval of the Harbormaster and may be denied if, in the Harbormaster’s opinion, the slip exchange would not be in the best interest of the Marina.

RULE 6.0

MARINA FEES AND CHARGES, FAILURE TO PAY, APPLICATION OF LATE FEES, TERMINATION FOR FAILURE TO PAY MOORAGE, AND REINSTATEMENT OF MOORAGE

1. Marina fees and charges are payable monthly in advance. A statement showing the current amount of moorage due and any past due amounts will be mailed on or about the 30th of the month previous to the month for which moorage is due. The date may vary by a day or two due to weekends, holidays, vacations, etc.
2. Marina fees and charges are due on the tenth of the month, payable by the fifteenth of the month and are considered delinquent on the sixteenth day of that same month. Delinquent accounts are subject to a penalty in the amount of 3% of the balance due.
3. Tenants who pay their moorage with electronic funds transfers, (ACH), will have their accounts debited on the 10th of the month.
4. Delinquent accounts that remain delinquent for two consecutive months must be paid in full or the account will be terminated.

5. On the eleventh of the month, termination notices will be sent to all accounts that are two months overdue at that time. Termination is effective on the date of the notice of termination. The notice will describe the privilege of reinstatement and the conditions under which reinstatement will be granted. Termination for failure to pay moorage is not subject to appeal.
6. Tenants are granted the privilege of reinstatement of moorage by paying within ten days following the termination date all Marina fees and charges then due and payable, all delinquency penalties, and a one hundred dollar (\$100.00) reinstatement fee.

RULE 6.1

PROCEDURES FOR IMPOUNDING VESSELS FOR FAILURE TO PAY, ABANDONED VESSELS, & SALE OF VESSELS TO SATISFY MARINA CHARGES

Impoundment for Failure to Pay Marina Charges

The Harbormaster may adopt procedures authorizing Marina personnel to take reasonable measures, including the use of chains, ropes, and locks, or removal from the water, to secure vessels within the moorage facility so that the vessels are in the possession and control of the Harbormaster and cannot be removed from the moorage facility. These procedures may be used if an owner mooring or storing a vessel at the moorage facility fails, after being notified that charges are owing and of the City's right to commence legal proceedings, to pay the account in full.

Notification shall be by certified mail to the owner at the owner's last known address. In the case of a transient vessel, or where the owner furnished no address, the Harbormaster need not give such notice prior to securing the vessel.

At the time of securing the vessel, an authorized Marina employee shall attach to the vessel a conspicuous notice. The notice shall be of a reasonable size and shall contain the following information:

- (1) The date and time the notice was attached.
- (2) A statement that if the account is not paid in full within 90 days from the time the notice is attached, the vessel may be sold at public auction to satisfy the Marina charges; and
- (3) The address and telephone number where additional information may be obtained concerning release of the vessel. [Ord. IO 1 1,VI]

After a vessel is secured, the Harbormaster shall make a reasonable effort to notify the owner by registered mail in order to give the owner the information contained in the notice. [Ord. IO 1 1,VI]

Impoundment to Prevent Damage:

The Harbormaster may move moored vessels ashore for storage within properties under the Harbormaster's control or for storage with private persons under their control and bailees of the moorage facilities, if the vessel is, in the opinion of the Harbormaster, in danger of sinking or creating other damage. [Ord. 101 1,VI]

Owners Right of Redemption:

If a vessel is secured or moved ashore for failure to pay or moved ashore because it is in danger or sinking, the owner who is obligated to the Marina for Marina charges may regain possession of the vessel by making arrangements satisfactory with the Harbormaster for the immediate removal of the vessel from the moorage facility or for authorized moorage; and making payment to the Marina of all Marina charges, or by posting with the Marina a sufficient cash bond or other acceptable security to be held in trust by the harbormaster pending written agreement of the parties with respect to payment by the vessel owner of the amount owing, or pending resolution of the matter of the charges in a civil action in a court of competent jurisdiction. After entry of judgment, including appeals in a court of competent jurisdiction, or after the parties reach agreement with respect to payment, the trust shall terminate and the Marina shall receive so much of the bond or other security as is agreed, or as is necessary to satisfy any judgment, cost, and interest as may be awarded to the harbormaster. The balance shall be refunded within five working days to the owner at the owner's last known address. [Ord. IO 1 1,VI]

Sale of Abandoned Vessels:

If a vessel is secured by the Harbormaster and is not released to the owner under the bonding provisions of this section or under other arrangements satisfactory to the harbormaster, within 90 days after notifying or attempting to notify the owner under subsection (b), the vessel is conclusively presumed to have been abandoned by the owner. [Ord. IO 1 1,VI]

If a vessel moored or stored at a moorage facility is abandoned, the Harbormaster may, by resolution of the City council, authorize the public sale of the vessel to the highest and best bidder for cash as follows:

- (1) Before the vessel is sold, the owner of the vessel shall be given at least 20 days notice of the sale in the manner set forth in subsection (b) if the name and address of the owner is known. The notice shall contain the time and place of the sale, a reasonable description of the vessel to be sold, and the amount of Marina charges owned with respect to the vessel. The notice of sale shall be published at least once, but not more than 20 days before the sale, in a newspaper of general circulation in King County. Such notice shall include the name of the vessel, last known owner and address, and a reasonable description of the vessel to be sold. The Marina may bid all or part of the Marina charges at the sale and may become a purchaser at the sale.
- (2) Before the vessel is sold, a person seeking to redeem an impounded vessel under this section may commence a lawsuit in the superior court of King County to contest the validity of the impoundment or the amount of the Marina charges still owing. Such a

lawsuit must be commenced within 10 days of the date the notification was provided pursuant subsection (b), or the right to a hearing is deemed waived and the owner is liable for any Marina charges owing the Marina. In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees and costs.

- (3) The proceeds of a sale under this section shall first be applied to the payment of Marina charges. The balance, if any, shall be paid to the owner. If the owner cannot in the exercise of due diligence be located by the harbormaster within one year of the date of the sale, the excess funds from the sale shall revert to the Department of Revenue pursuant to Chapter 63.29 RCW as presently constituted or as may be subsequently amended. If the sale is for a sum less than the applicable Marina charges, the Marina is entitled to assert a claim for a deficiency.
- (4) In the event no one purchases the vessel at a sale, or a vessel is not removed from the premises or other arrangements are not made within 10 days of sale, title to the vessel will revert to the City. [Ord. IO 1 1,VI]

The Harbormaster must conspicuously post at the Marina all adopted regulations related to impound and sale of vessels.

RULE 6.2

CALCULATION OF MOORAGE RATES

This rule describes the method by which the Marina calculates moorage rates.

Rates are calculated on the basis of the overall length of the vessel as defined in Rule 8. The per foot rate for the moorage class to which the vessel is assigned is multiplied by the overall length of the vessel or the length of the moorage, whichever is greater.

RULE 7.0

FAILURE TO UTILIZE

The Des Moines Marina exists to provide a public service to boaters. Based on that proposition, it is expected that tenant will occupy the moorage continuously, subject to reasonable absences for reasonable purposes. Therefore, should a tenant fail to have the vessel of record at his moorage in the Des Moines Marina for a period of one year (including periods of usage by other boats with permission of the Harbormaster) tenant shall be considered to have abandoned his moorage and tenant shall be given a notice of termination which shall terminate any rights to such moorage as of the date of such notice; provided, however, the Harbormaster is authorized to extend such one year period to accommodate a tenant who shows proof that he is having a vessel built and the period for construction will exceed one year. The fact that the tenant is current in moorage charges shall be irrelevant in the application of this rule.

RULE 8.0

APPROPRIATE VESSEL SIZE

This rule describes the standards by which the Harbormaster shall determine whether a vessel is of an appropriate size for moorage. The decision of the Harbormaster will be final. This rule is applicable to customers who have been offered moorage or changed moorage subsequent to the date of this rule and to customers who have acquired a new vessel of record.

DEFINITIONS:

Overall Length: The expression "overall length" means a measurement in a straight line parallel to the keel from the foremost part of the vessel to the after most part, including sheer, bowsprits, bow pulpits, rudders aft of the transom, outboard motors, dinghies, and associated mounting hardware.

RULE:

Appropriate/Inappropriate Length: A vessel is of an inappropriate length if its overall length is less than the length of the next lower class of moorage. For example, in order for a vessel to be appropriate for a 40-foot berth, its overall length must be at least 36 feet. A vessel is of an inappropriate length if its overall length exceeds by ten percent (10%) the designated moorage size. If moorage is of the lowest class (20 foot), the overall length shall be at least 16 feet.

Appropriate/Inappropriate Width: In open moorage a vessel will be of an inappropriate width if the width of the vessel exceeds 45 percent of a double berth, except the Harbormaster is authorized to exceed this minimum standard in cases where the width of the companion vessel in the double berth is such that both vessels safely fit the double berth. In covered moorage, a vessel is of an appropriate width if it clears the float to either side of the vessel without modification of the float.

Appropriate/Inappropriate Height: A vessel is of an appropriate height if it clears overhead structures. Alterations to overhead structures are not permitted. Alterations to exterior walls are only permitted under the following circumstances.

- (1) Alterations are limited to traditional "cutouts".
- (2) The Harbormaster or the Harbormaster's designee must approve alterations.
- (3) The Marina staff must do actual alteration work.
- (4) The tenant shall reimburse the Marina for alterations at current posted rates.

Enforcement Policies: Information regarding appropriate vessel size will be given to waiting list applicants, and any offer of moorage is contingent on compliance with the appropriate size requirements of this rule. The vessel of any prospective tenant will be measured by the Marina staff to verify appropriate size.

RULE 8.1

DEFINING APPROPRIATE DINGHY SIZE AND CONDITIONS FOR STORAGE

The purpose of this rule is to prevent the occupancy of a berth by a vessel other than the vessel of record under the pretext that the occupying vessel is the "dinghy" of the vessel of record.

DEFINITIONS:

Dinghy: For the purpose of this rule, a dinghy shall mean a small boat, the length of which does not exceed the maximum beam of the vessel of record.

Length: For the purpose of this rule, length shall mean the over-all length of the dinghy, including the outboard and any other attached equipment.

Beam: For the purpose of this rule, beam shall mean the maximum width of the hull of the vessel of record.

RULE:

No dinghy shall be placed in the water in a berth other than the dinghy, which is customarily **carried on** the vessel of record. This rule shall be applicable whether or not the vessel of record is occupying the berth at the time.

The Harbormaster is authorized to measure any dinghy to determine if it is the appropriate size for the vessel of record. The Harbormaster is also authorized to deal with any vessel found in a berth in violation of this Rule in accordance with Rule 1. 1 and pursuant to any other authority granted under the Rules and Regulations for the Des Moines Marina or the Ordinances of the City of Des Moines.

RULE 9.0

GUEST MOORAGE

Guest moorage is defined as those non-permanent moorage areas of the Des Moines Marina set aside for temporary and transient use, and vessels in guest moorage shall be known as "guest vessels". All guest vessels shall moor in areas designated as guest moorage by the Harbormaster or his designees, but in no event shall any guest vessel moor at the fuel dock or beneath the boat launcher traffic area (red areas). All guest vessels must obtain permission to moor from the Harbormaster or his designees, register at the fuel dock, and pay moorage fees in advance; provided, however, if a guest vessel arrives after Marina hours, the permission, registration, and payment of moorage fees may be deferred until no later than 12:00 noon the following day. Failure to timely receive permission, register and pay fees in advance shall result in an additional penalty assessed per day of violation and the vessel may be impounded and all impound remedies shall apply. All fees, rates and penalties associated with guest moorage are posted in Section 4 – Rates & Tariffs. No extensive work on a vessel shall be

allowed in guest moorage, and whether the work is "extensive" shall be at the sole discretion of the Harbormaster or his designee. All guest vessels shall be subject to relocation at any time in the sole discretion of the Harbormaster or his designee. Guest vessels must be seaworthy and capable of getting underway on their own power at all times, except when undergoing minor emergency repairs. There shall be no guest vessels rafting off another without prior permission of the Harbormaster or his designee. During times of the year when the Marina may expect large numbers of transient vessels, the Harbormaster may establish in writing the maximum number of days in any calendar month a guest vessel may be allowed guest moorage.

RULE 10.0

ESTABLISHING PROCEDURES FOR TERMINATING A TENANTS MOORAGE FOR CAUSE OTHER THAN FAILURE TO PAY MOORAGE FEES

The Harbormaster is authorized to terminate the moorage of any tenant found in violation of Rules Number 1, 1.1, 4, 7, & 8. The Harbormaster is also authorized to terminate the moorage of those tenants found in violation of those sections of Chapter 15 of the City of Des Moines Municipal Code that specifically provide for termination of moorage as a penalty for violation.

The notice of termination shall include the following information:

- The Rule and/or Ordinance that was/were violated and the approximate dates of the violation(s).
- The date the termination is to take effect.
- The tenant's appeal rights asset forth in Rule 10.1.

RULE 10.1

ESTABLISHING PROCEDURES FOR APPEALING ADMINSTRATIVE DECISIONS MADE BY THE HARBORMASTER AND ESTABLISHING PROCEDURES FOR APPEALING TERMINATION NOTICES

Appeals from Administrative Decisions

Any Marina tenant, occupant, or applicant who feels aggrieved by a decision of the Des Moines Harbormaster relative to interpretation of Rules and Regulations of the Des Moines Marina may appeal such decision in writing to the City Manager of the City of Des Moines. The City Manager may require a written statement under oath. Any such appeal shall be taken by filing the same in writing with the City Clerk within ten (10) days of the decision of the Harbormaster. Any Marina tenant, occupant or applicant who thereafter feels aggrieved by the decision of the City Manager of the City of Des Moines relative to interpretation of Marina Rules and Regulations may appeal such administrative decision to the Hearing Examiner, and thereafter to the City Council of the City of Des Moines, in accordance with Chapter 18.94 of the Des Moines Municipal Code. Any such appeal shall be taken by filing the same in writing with the City Clerk within ten (10) days of the decision of the City Manager. For the purposes of appeals under Chapter 18.94 of the Des Moines Municipal Code the written decision of the City Manager, communicated to the tenant, applicant or occupant, shall constitute the

final administrative action. As an alternate procedure, the City Manager is authorized, at his discretion, to forward any appeal from the decision of the Harbormaster directly to the Hearing Examiner for review of the administrative decision. This shall be referred to as an expedited appeal. In an expedited appeal, the administration may take any position or no position before the Hearing Examiner or City Council. On any appeal to the Hearing Examiner, or thereafter to the City Council, the rules of procedure set forth in Chapter 18.94 of the Des Moines Municipal Code shall prevail.

Appealing Notices of Termination

If a tenant wishes to appeal a notice of termination they shall file a written notice of appeal with the City Manager of the City of Des Moines within ten days of the date on the notice of termination. The City Manager may require a written statement under oath. In the absence of a timely appeal, the Harbormasters decision will be final and binding.

If the City Manager upholds the Notice of Termination and the tenant wishes to do so, they may further appeal the notice of termination to the City of Des Moines Hearing Examiner, and thereafter to the City Council of the City of Des Moines, in accordance with Chapter 18.94 of the Des Moines Municipal Code. Such appeal must be filed in writing with the City Clerk within ten days of the decision of the City Manger.

For the purposes of appeals under Chapter 18.94 of the Des Moines Municipal Code the written decision of the City Manager, communicated to the tenant, applicant or occupant, shall constitute the final administrative action. As an alternate procedure, the City Manager is authorized, at his discretion, to forward any appeal from the decision of the Harbormaster directly to the Hearing Examiner for review of the administrative decision. This shall be referred to as an expedited appeal. In an expedited appeal, the administration may take any position or no position before the Hearing Examiner or City Council. On any appeal to the Hearing Examiner, or thereafter to the City Council, the rules of procedure set forth in Chapter 18.94 of the Des Moines Municipal Code shall prevail.

During the appeal process, the tenant's moorage privileges shall not be affected, assuming all fees and charges are timely paid. At the conclusion of the initial ten day period, should tenant fail to perfect his appellate rights, the Harbormaster is authorized to remove the vessel, impound the vessel pursuant to DMMC 15.04.5 10 through 540, and reassign the moorage. Should tenant perfect his appeal, the termination shall be delayed until final decision, assuming the tenant remains current in fees and charges.

RULE 11.0

MARINA PARKING RESTRICTIONS AND IMPOUNDMENT OF UNAUTHORIZED VEHICLES

The purpose of this rule is to ensure that the parking in the Marina is restricted to customers and members of the public who have a legitimate interest in or use of the Marina, and to prevent the use of Marina parking for improper purposes such as storage, sales, camping, extended usage, and the like.

Vehicle-Trailer Parking:

Boat trailers must be connected to a motor vehicle, parked in an appropriate area, and prominently displaying a current launching ticket. Vehicle-trailer parking shall be limited in time to 14 days from the date of launch. Launcher Customers who want to leave their vehicle-trailer longer than 14 days may purchase additional parking at the posted rate. Overnight parking shall not be permitted for boat trailers not connected to motor vehicle or boat trailers containing a boat. No trailer or boat shall have a "for sale" sign attached to it.

North Parking lot:

All vehicle traffic and parking in the lot north of the Marina office is subject to the conditions set forth in Ordinance 591 of the DMMC. All vehicle traffic in the north lot between the posted hours must have a valid launcher receipt or guest moorage pass, a pass issued by the Marina office, or be a resident whose real property is contiguous to the north parking lot.

General Parking Regulations:

- There shall be no overnight camping in recreational vehicles or otherwise.
- Vehicles shall occupy one parking space.
- No vehicle or trailer otherwise legally parked shall be parked in excess of thirty continuous days, except upon prior written authorization of the Harbormaster.

Enforcement:

Any vehicle and/or trailer found parked in violation of this Rule shall be towed or impounded at the owner's expense. The choice of the enforcement option will be made by the Harbormaster in his sole discretion and will be based on the safe and efficient operation of the Marina.

RULE 11.1

ESTABLISHING REGULATIONS, FEES AND ENFORCEMENT PROCEDURES FOR THE REDONDO PARK PARKING LOT

The purpose of this rule is to create regulations for the safe and efficient use of the parking facilities at the Redondo Beach Park and to establish penalties for the violation of such regulations. As of April 30, 2004, anyone parking a motor vehicle or a combination of a motor vehicle and boat trailer in the Redondo Park Parking lot must pay the appropriate parking fee. The regulations for such use are as follows:

Hours of Operation:

The Redondo Park Parking lot gates will open at dawn and close at dusk each day.

Vehicle-Trailer Parking:

Boat trailers must be connected to a motor vehicle and parked in a designated parking stall within the Redondo Beach Park Parking Lot or in the designated overflow parking area along Redondo Way. All vehicle-trailer combinations parked within 1200 feet of the Redondo Beach Park Boat Launching Ramp must pay the posted parking fee at the payment station located in the parking lot. The parking receipt must be plainly visible on the dash of the vehicle. Vehicle-trailer parking spaces are outlined with yellow paint.

Single Vehicle Parking:

Single vehicles may park in spaces designated for single vehicles, or in vehicle-trailer spaces that have not been restricted to vehicle-trailer use only. Restricted vehicle-trailer spaces will be designated by the posting of signs in the immediate area of the restricted spaces. Use of the unrestricted vehicle-trailer spaces by single vehicles will be limited to two, (2), per space. All single vehicles parked in the lot must have a valid parking receipt plainly visible on the dash of the vehicle.

Fees:

- Single vehicles – 1st hour .50 cents, additional hours \$1.00 dollar each, Maximum \$5.00 per day.
- Vehicle-Trailer Combinations - \$6.00 per day
- Seasonal Pass for Vehicle-Trailer combinations - \$100

Enforcement/Fines:

Any vehicle or vehicle-trailer combination found in violation of this Rule or is parked in such a way as to prevent the safe and efficient use of the Redondo Beach Park Parking lot will be fined and/or towed at the owners expense. The City will not be responsible for any damage to vehicles that are towed for violating the provisions of this rule. The list of infractions and the corresponding fines are as follows:

Non-payment of fee	\$15.00
Parking in restricted Area/Blocking Traffic	\$15.00
ADA space violation	\$250.00 (per RCW 46.16.381)

Fines for citations may be paid at the payment station located in the parking lot or sent to the Marina office within 14 days. Fines not paid within 15 days will be sent to a collections agency and an additional fee will be added to the amount of the ticket. Any vehicle or vehicle-trailer combination found in the parking lot that has three, (3), unpaid tickets will be towed.

Waiver of Fines:

Fines for citations issued at the Redondo Parking lot may be waived by the Harbormaster or his/her designee, for good cause shown, if the person receiving the citation appeals the citation within 14 days from the date the citation was written. Appeals can be made in person by coming to the Marina office or a written appeal can be mailed to the address on the citation. To obtain a waiver of a fine, the person receiving the citation must be able to demonstrate that one of the following conditions existed.

- The payment station was not functioning properly.
- The parking restriction signs were not in the proper locations.

RULE 12.0

CONDITION OF VESSELS MOORED IN THE DES MOINES MARINA

DEFINITIONS:

For the purpose of this rule **seaworthy** means that the vessel's hull, keel, decking, cabin and mast are structurally sound and generally free from dry rot or other similar defect or deficiency.

For the purpose of this rule **operable** means the ability of a vessel to maneuver safely under its own power, whether it is sail or engine.

RULE:

Vessels moored in the Des Moines Marina must be operable and maintained in a seaworthy condition at all times.

In cases where there is a question about the operability of a vessel, the Harbormaster may require the tenant to demonstrate compliance with this Rule. Typically, this demonstration will consist of maneuvering the vessel from the tenant's slip to the fuel dock and back. At least thirty (30) days written notice of the requirement for a demonstration will be given to the vessel's owners. The Harbormaster may require that the demonstration of operability be repeated as often as necessary to insure compliance with this Rule. Each demonstration will require thirty (30) days written notice from the Marina.

In cases where there is a question about the seaworthiness of a vessel, the opinion of a qualified independent marine surveyor may be obtained at the vessel owner's expense.

If it is determined by inspection or demonstration that a vessel is inoperable and/or unseaworthy, the vessel's owner shall have ninety (90) days to effect repairs and demonstrate to the Harbormaster's satisfaction that the vessel complies with this rule. If after ninety (90) days, the vessel is still inoperable and/or unseaworthy, the tenant's moorage will be terminated. A reasonable extension may be granted if, in the sole opinion of the Harbormaster, the vessel owner has made substantial progress towards compliance. This section is not intended to apply to any brief period of repair common to most vessels.

RULE 13.0

LIVEBOARD TENANTS

Definitions:

For the purposes of these rules, **Liveboard Tenant** means an individual or individuals that reside on a vessel for seven days per month or more.

RULE:

A total of 15 liveboard tenants will be allowed in the Marina. Only tenants of record will be allowed to live aboard. Tenants who want to live aboard must apply for a liveboard permit by filling out the application form at the Marina office. Permits are to be renewed annually, in February, and existing permits will be given first priority for renewal. If 15 permits have been issued, additional applications will be kept on file, in the order in which they were received, and new permits will be issued to those on file when space becomes available.

Liveboard tenants shall submit to inspection of their vessels plumbing and mechanical systems to verify compliance with state and local public health and safety laws. Such inspections will be made at the sole discretion of the Harbormaster. The liveboard permit may be revoked at any time by the Harbormaster for a violation of any of the conditions listed on the live-aboard permit, or for violating any Marina rule, policy, or a directive issued by the Harbormaster.

RULE 14.0

COMMERCIAL VENDOR PERMITS

This rule describes the conditions that commercial vendors must meet to conduct their business activities in the City of Des Moines Marina. The Harbormaster shall make the final decision which category applies to each applicant. The Harbormaster will also make the final decision regarding what level of gate access is needed for the applicant to conduct their business in the Marina.

DEFINITIONS:

Commercial Vendors: Are those businesses or individuals that provide services for fees. Examples of these services include, but are not limited to, boat maintenance and repair, (both mechanical and structural); repair and installation of electrical appliances and devices, installation and repair of marine electronics, diving for the purpose of boat repair or maintenance and handling hazardous materials.

Incidental Businesses: Are businesses or individuals that provide less technical, non-hazardous services. Examples of these services include, but are not limited to, boat cleaning, (excluding in the water hull cleaning), carpet cleaning and canvas/sail repairs.

Concessionaire: Is a person, firm, or corporation engaged in the sale of food or other goods or services at the Marina, (including without limitation those who operate or maintain a concession

stand), in accordance with a written agreement or franchise approved by the Harbormaster and the City Manager.

REQUIREMENTS:

Commercial Vendors: Before conducting business activities in the Marina, a commercial vendor must:

- Have a current City of Des Moines Business License.
- Provide proof of \$500,000 single limit comprehensive general liability insurance, "occurrence form", with the City of Des Moines named as an additional insured.
- Execute the standard City of Des Moines Hold Harmless Agreement.
- Execute the Environmental Laws/Best Management Practices Notice and Agreement.

Commercial vendors that meet the requirements above can purchase gate access cards coded with the level of access that they need to conduct their business.

Incidental Businesses: An individual(s) conducting incidental business activities in the Marina must:

- Check in at the Marina office prior to beginning their job.
- If necessary a limited access card can be obtained from the office. A \$5.00 deposit is required.

Concessionaire: The Harbormaster, in consultation with the City Manger, may award concessions for seasonal businesses. In general, these concessions will be awarded to businesses that provide needed services, enhance the operation of the Marina, and/or make the Marina a more enjoyable place for customers and visitors.

When a needed concession has been identified by the Marina Staff and approved by the City Manager, the Harbormaster will solicit proposals from business known to provide the needed service, or will advertise for proposals, following the City's public notification procedures. The general terms and conditions sought by the Marina and the type of response required will be identified in the solicitation.

A person or firm whose proposal is accepted by the Marina must sign a Marina Concessionaire Agreement. This agreement shall contain:

- Applicable health, sanitation and insurance requirements generally conforming to those established for similar businesses and vendors covered by Ordinance No. 1239 of the Des Moines Municipal Code.
- Any other terms and conditions that are necessary to ensure the safe and efficient operation of the Marina and compliance with all relevant City codes and Marina rules.

ENFORCEMENT:

Commercial Vendors: Individuals and businesses that do not comply with this rule will be prohibited from conducting business on City of Des Moines Marina property.

Incidental Businesses: Individuals conducting incidental business in the Marina who fail to comply with this rule will be required to meet the conditions for a commercial vendors permit. Failing that, they will be prohibited from conducting business on City of Des Moines Marina Property.

Concessionaires: Individuals and businesses who fail to comply with all the terms set forth in their concessionaires agreement with the Marina will be notified by the Harbormaster verbally or in writing. If the conditions causing the problem are not corrected immediately on within a mutually agreed upon amount of time, the concessionaires permit will be canceled.

RULE 15.0

INSURANCE

All Tenants of the Des Moines Marina shall maintain insurance in force and good standing on the vessel moored in their slip. The insurance shall provide comprehensive liability coverage with limits of at least three hundred thousand dollars (\$300,000.00) per occurrence. Tenants shall provide the Marina staff with documentation that such insurance is in force upon request. Prospective tenants shall provide proof of insurance coverage before the service agreement is signed.

Failure to have comprehensive liability insurance with the limits stated above may be cause for termination of moorage privileges.

RULE 16.0

ADOPTION OF BEST MANAGEMENT PRACTICES FOR COMPLYING WITH WATER QUALITY LAWS

The City of Des Moines Marina Manual of Best Management Practices, included herein as Chapter 4, is hereby adopted, along with all subsequent amendments, additions or deletions. Copies of the Best Management Practices shall be available for public inspection at the office of the Harbormaster and City Clerk, and shall be available to the public for a printing fee.

RULE 17.0

MODIFICATION OR ALTERATION OF SLIPS

This rule describes the conditions under which a slip may be modified or altered to suit the specific needs of a tenant.

DEFINITIONS:

Modification: The installation of the tenants property on the floats, such as bumpers, dock wheels, etc.

Alteration: Any change in the structure of the floating docks or the roof support structure on the covered floats that involves adding new components to the structure or removing components of the original structure.

RULE:

Slips may not be modified by the addition of carpet, hoses, electrical cords or anything that is permanently attached to the float or the roof support structure with the following exceptions.

- Tarps may be attached to the roof support structure to protect a vessel from the weather or nesting birds with the approval of the Harbormaster.
- Devices that discourage nesting birds may be attached to the roof support structure with the approval of the Harbormaster.

Bumper strips, dock wheels or other devices that serve to prevent damage to moored vessels will be provided and installed by the Marina staff upon request from the tenant. The tenant will be billed for the actual cost of the item installed.

Slips shall not be altered in any way by the addition of any structural component, including storage shelves, storage devices for dinghies and the like. Slips shall not be altered in any way by the removal of any of the components of the original structure with the exception of “cut outs” that are described in Rule 8.0, Appropriate Vessel Size.

RULE 18.0

USE OF THE STORAGE YARD

This rule establishes the conditions for use the storage yard.

DEFINITIONS:

Storage Yard: The fenced-in area located on the old Quartermaster site across from the Marina Office.

Equipment Eligible for Storage: A boat, vehicle, trailer or other piece of equipment that the Harbormaster has accepted for placement in the storage yard.

RULE:

1. The following items are eligible for storage:
 - Boat/Trailer combinations, provided that the boat is in operable condition.
 - Vehicles that are used to move boat/trailer combinations from the storage yard or dry sheds to the hoists
 - Trailers and equipment used by the boat repair yard to maintain or repair vessels.

2. The following rules apply to the use of the storage lot:
 - Users, storing a boat, vehicle or equipment in the storage lot must sign a Contract for Use of Storage Yard and must pay the monthly fees.
 - No repair work of any kind, including routine maintenance such as changing engine oil or oil in out drives, may be done in the storage yard.
 - All stored items must be kept neat, clean and in operable condition. Users who are not planning to use their boats for the off-season may cover the boat with a tarp(s) if it is properly secured.
 - Boats stored in the lot must have current registration issued by the State of Washington.
 - Vehicles stored in the lot must have a current license issued by the State of Washington.
 - Trailers and equipment used for boat repair may be “stacked” by the User if stacking can be done safely. The Harbormaster may require the User to rearrange any stacked equipment, if in the Harbormaster’s sole judgment the stacked equipment is unsafe.

3. Hours of Operation:
 - The storage lot will be open during the Marina’s regular business hours. The lot will be opened by the staff at the beginning of each day and closed at the end of each day. Tenants will not be able to access their stored equipment when Marina services are closed for business.

Chapter 3: Safety and Security

The following rules apply to all permanent moorage tenants, guest moorage tenants, Marina service customers and all other users of the City of Des Moines Marina.

Access

- (a) Tenants must ensure that emergency access to Marina facilities is maintained at all times.
- (b) Roadways, gangways, piers, floats and finger piers may not be obstructed at any time, without prior permission of the Harbormaster. [Ord. 466, Sec. V, E]
- (c) Landing steps shall not occupy more than half the width of a finger pier and must be stored on the vessel or some alternative storage area when not in use. [Ord. 466, Sec. V, E]
- (d) No person shall place or permit to remain on or across any float, any hose, line or object which would restrict, block or make hazardous pedestrian use of said float. [Ord. 466, Sec. V, E]
- (e) No unauthorized storage lockers are permitted on floats or finger piers. Oily rags, open paint, or other flammable material must not be stored on floats, piers, or in dry storage. Open fires are prohibited on the floats, including charcoal burners, cutting torches, welders, or anything that would constitute a fire hazard. [Ord. 466, Sec. V, E]

Alcohol, Drugs, and Intoxication

- (a) No person shall drink any alcoholic beverages on Marina property except on private vessels, duly licensed premises, or at duly licensed community events. Consumption or possession of alcohol in violation of this rule will subject violators to immediate removal from the Marina. [Ord. 466, Sec. II, K; Ord. 466, Sec. V, T]
- (b) It is unlawful for any person, under the influence or affected by intoxicating liquor or any drug, to operate or be in actual physical control of any vessel. [Ord. 466, Sec. II, K; Ord. 466, Sec. V, T]
- (c) It is unlawful for the owner or the operator of any vessel to authorize or knowingly permit the same to be operated by any person who is under the influence of or affected by intoxicating liquor or any drug. [Ord. 466, Sec. II, K; Ord. 466, Sec. V, T]
- (d) When it appears reasonably certain to any police officer that any person under the influence of or affected by intoxicating liquor or any drug is operating or about to operate a vessel, said officer may take reasonable measures to prevent any such person from so doing, either by taking from him/her the keys of such vessel and locking such vessel or by some other appropriate means. In any such case, said officer shall as soon as possible, deposit said keys or other articles, if any, taken from said vessel or person with said commanding officer. Such keys or other articles shall be returned to any person upon his demand and proper identification when it appears that he is the owner or operator of said vessel and the conditions under which the officer took preventative measures no longer exist. The determination of intoxication shall be conducted as for motor vehicles. [Ord. 466, Sec. II, K; Ord. 466, Sec. V, T]

- (e) Evidence of chemical tests for intoxication shall be admissible in court in accordance with RCW Title 46. [Ord. 466, Sec. II, K; Ord. 466, Sec. V, T]

Bulletin Board

- (a) advertisements placed on the bulletin board must not be larger than "3"x"5" and must be dated with a current date, attached by thumb tack, and placed inside the glass by Marina staff. Only boating-related advertisements may be posted.
- (b) Marina personnel may remove advertisements at any time that the Harbormaster deems necessary.

Children

Children under twelve must be accompanied by a parent or other responsible adult while on piers and floats and in the parking lot. [Ord. 466, Sec. V, L]

Compliance with Regulations and Policies

- (a) All persons using the Marina and its facilities impliedly consent to the Marina Rules and their applicability. [Ord. 466, Sec. IV, C]
- (b) Every person shall comply with all rules, directions, and or instructions, either verbal or written, issued by the Harbortnaster. Failure to comply with directions given by the Harbormaster or his agents may result in issuance of a civil infraction, termination, immediate removal of a vessel from the Marina, or any other remedy the Harbormaster deems necessary. [Ord. 466, Sec. IV, C]

Deposit of Debris on Marina Property

- (a) No garbage, trash, oil, fuel, debris or other material, liquid or solid, shall be deposited on the land areas of the Marina, or on any floats, piers, or elsewhere in the moorage area, except into containers provided for that express purpose. [Ord. 466, Sec. V, A]
- (b) No person shall place, put, or in any way deposit any article, substance, or hazardous material on the land areas of the Marina, or on any floats or piers in such position that the same may or can be washed into the Marina waters, either by high tides, storms, flood, or otherwise. [Ord. 466, Sec. V, A]
- (c) No person shall deposit waste matter of a residential or commercial origin in Marina garbage containers, except by written authorization by the Harbonnaster. A fee shall be charged for such service. "Waste matter of a residential or commercial origin" as used in this section shall mean material which first becomes waste matter at a residence or commercial establishment and is first gathered for disposal by a resident, owner of such commercial establishment, or an agent of either such resident or owner. [Ord. 466, Sec. V, A]
- (d) Failure to comply with any of the above rules shall subject the violator to issuance of a Marina Citation.

Deposit of Material into Marina Waters

No person shall dump material of any kind into the waters of the Marina, or set adrift, or allow, cause, or permit to go adrift anything, including that which is or might become obstructive or dangerous to navigation, other vessels, or the Marina facilities. [Ord. 466, Sec. V, B]

Electricity

- (a) The City does not guarantee uninterrupted service or accept responsibility for any damage from electrical connections or electrolysis.
- (b) It is a violation of Marina rules to allow any unsafe electrical situation to exist, which could cause harm to life or property. Violators of this rule are subject to moorage termination.
- (c) Use of another tenant's electricity without permission constitutes grounds for moorage termination.
- (d) All electrical cords must be properly polarized and grounded.
- (e) Power cords may not lay across walkways or be allowed to hang in water.

Emergency Equipment

All Marina fire extinguishers, fire fighting equipment, life rings and other emergency equipment are to be used only for the fighting of fires and for appropriate emergency situations. Unauthorized use of such equipment is unlawful. A violation of the provisions of this section shall be a criminal offense and shall be punished by a fine of no less than \$250.00 plus restitution. [Ord. 466, Sec. V, H]

Fire Fighting Equipment

All vessels moored in the Marina or in the dry storage sheds shall be equipped at all times with at least the minimum fire fighting equipment, in operable condition, required by the U.S. Coast Guard for a vessel of its particular class. [Ord. 466, Sec. 111, C]

Fire

Open fires or charcoal fires are prohibited on floats or vessels unless approved by the Harbormaster or Fire Marshal.

Fishing and the Fishing Pier

- (a) The fishing pier is open for the general use of the public.
- (b) Fishing is permitted in designated areas only, unless otherwise approved by the Harbormaster. Failure to comply with this rule is cause for issuance of a Marina Citation. [Ord. 466, Sec. V, S]
- (c) All persons fishing in the Marina must have a valid Washington State fishing license, and must abide by all current fishing regulations as set forth by the Washington State Department of Fish and Game.
- (d) Pets, skateboards, bicycles, skating devices and open fires are strictly prohibited from the fishing pier.

- (e) The fishing pier may be closed in extreme weather conditions or for maintenance or other special purposes at the discretion of the Harbormaster.
- (f) Any tampering or non-emergency use of emergency equipment located on the pier will result in criminal prosecution.
- (g) All general safety rules applicable to the Marina also apply to the Des Moines Fishing Pier. Persons creating a nuisance or safety hazard are subject to citation for violating Marina rules.

Flammable Liquids

- (a) Refueling a vessel or transferring fuel from one container to another is strictly prohibited on the permanent moorage docks and on the guest moorage floats. All transfers of fuel must take place at the fuel dock.
- (b) Marina personnel are empowered to take appropriate action if they suspect that flammable liquids or gas may cause property damage, personal injury, or death.
- (c) Any person suspecting the presence of flammable liquid or gas, including but not limited to gasoline, white gas, alcohol, propane, paint, solvent, diesel fuel, or kerosene in the bilge or other closed space shall immediately call the fire department (911) so that appropriate action may be taken. All persons suspecting the presence of flammable liquids or gases in the bilge or other closed space of any tenant shall follow the same procedure as above.
- (d) Any other action by any person which causes fire, explosion, property damage, personal injury, or death to any person shall result in immediate termination of moorage if perpetrator is a moorage holder and may subject person, his heirs, successor or assigns to civil liability.
- (e) The Des Moines Marina, its officers, agents, or other City employees may not always be able to detect such hazards referenced above and it is incumbent upon the tenant to act in a reasonable and responsible fashion with regard to all flammable liquids and gases while within the confines of the Des Moines Marina Facility.

Floating Objects

All vessels, logs, pilings, building materials, scows, houseboats, or any other articles of value found adrift in Marina waters may be impounded by the Harbormaster, and may be redeemed by the owner upon payment to the City of any expenses incurred in the impounding and safeguarding or storage thereof. [Ord. 466, Sec. 11, G]

Fuel Float

- (a) Vessels must be securely tied to the fuel float.
- (b) All engines, motors, fans, and other devices capable of producing a spark are to be shut off. Extinguish all galley fires and allow no smoking.
- (c) All ports, windows, doors and hatches must be closed to prevent fumes from blowing aboard the vessel.
- (d) The skipper is required to open the fuel tanks. The nozzle of the hose is to be in contact with the fill pipe to guard against static electricity sparks. The skipper will perform the actual loading of fuel aboard the vessel and will be responsible for any fuel spills . Tying the fuel dispenser nozzles open is strictly prohibited..
- (e) All portable tanks will be removed from the vessel and filled on the dock.
- (f) It is the skipper's responsibility to assure that no fuel vapors have collected in the vessel before restarting engines. After the vessel has been fueled, the skipper must operate the blower to ventilate bilges for a minimum of two minutes or more as needed.
- (g) Propane storage tanks must be removed from the vessel for filling and reconnected by the owner after filling.
- (h) Propane tanks that do not have a 10% safety valve or a working gauge will not be filled. Propane tanks which are twelve years or older will not be filled unless they have been tested and re-certified.
- (i) The fuel dock area is for short-term (15 minute) fueling operations and service only. Vessels moored in violation of this rule are subject to citation under the Fire Safety Code and as provided in these rules.
- (j) Smoking on or in the vicinity of the fuel float is strictly prohibited. [Ord. 466, Sec. V, Q]
- (k) The fuel dock is for fueling purposes only. Temporary moorage is strictly prohibited. Unattended vessels will be fined and are subject to immediate impounding.

Incapacity of Vessel Operator

It is unlawful for the owner or operator of a vessel to authorize or knowingly permit the same to be operated by a person who, by reason of physical or mental incapacity, is unable to operate such vessel as required by this chapter or any rules and regulations issued thereunder. [Ord. 466, 11,I]

Inspections

- (a) The Des Moines Marina and its authorized agents reserve the right to inspect any of the rented or leased premises at any time.
- (b) The failure to inspect by Marina staff does not create liability or responsibility for the Marina.

Interference with Marina Activities

No person shall cause or permit a vessel or other object under his control to unreasonably or unnecessarily interfere with other vessels, with the free and proper navigation of Marina waterways, or with the performance of an activity of the City. [Ord. 466, Sec. 11, E]

Keycard Holders

Keycard holders are responsible for the conduct and actions of all persons to whom they allow access to a locked moorage area. [Ord. 466, Sec V, M)

Launching and Hauling

- (a) No person shall launch into or remove from the waters of the Marina any vessel other than surfboards, paddleboards, kayaks, canoes, dinghies, or similar small craft except where regular launching and hauling of vessels is conducted or in areas designated and posted for such purpose by the City. [Ord. 466, Sec. V, J]
- (b) All vessels using the launching facilities, or any other services or facilities of the Marina, shall comply with this chapter and all rules and regulations promulgated pursuant to this chapter. [Ord. 466, Sec. V, J]

Maneuvering

- (a) The City defines all water areas east of the inside of the breakwater of the Des Moines Marina as "Narrow Channel," under the U.S. Inland Rules of the Road. Consequently, a sailboat or other vessel does not have right-of-way over another vessel based solely on its method of propulsion.
- (b) The movement of vessels within the moorage areas (between floats) must be for the purpose of mooring, entering or leaving a slip only; random cruising within the moorage areas is prohibited. [Ord. 466, Sec. V, 0]
- (c) Vessels, vehicles, property, gear or equipment must be parked, stored, moored or maneuvered in a safe and orderly manner. [Ord. 466, Sec. V, K; 101 1, Sec. IV]
- (d) No person shall fail to yield the right of way to the operator of a towboat or other vessel in accordance with the rules of the road. [Ord. 466, Sec. II, J]

Mufflers

It is unlawful to use or operate an engine in or on the Marina waters unless the engine is operated with and connected to a muffler or silencer of sufficient size and capacity to effectively muffle and prevent excessive or unusual noise from the exhaust of the engine. The DBA limitations and measurement standards are procedures of the State Department of Ecology, as set out in Chapters 173-58 and 173-170 WAC, are adopted by reference and shall apply to the enforcement of this section. [Ord. 466, Sec. III, D]

Negligent and Reckless Operation

- (a) A person who operates any vessel in a manner so as to endanger or be likely to endanger a person or property; or at a rate of speed greater than would permit the operator in the exercise of reasonable care to bring the vessel to a stop within the assured clear distance

ahead, is guilty of the crime of negligent operation and is in violation of this chapter. [Ord. 466, Sec. II, B]

- (b) A person who operates a vessel within the Marina in a willful or wanton disregard for the safety of persons or property shall be guilty of the crime of reckless operation and be in violation of this chapter. [Ord. 466, Sec. 11, C]

Noise and Behavior

- (a) Behavior, which disturbs or creates a nuisance for others in the Marina or in the premises adjacent thereto, is not permitted. [Ord. 466, Sec. V, N]
- (b) All persons within the Marina shall keep noise to a minimum and respect the rights of neighbors. [Ord. 466, Sec. V, N]
- (c) No person shall shout, talk loudly, play musical instruments, or operate other noise making devices or equipment (except in emergencies) upon a vessel within the Marina between these hours of 1 1:00 p.m. and 7:00 a.m.. [Ord. 466, Sec. V, N]

Nuisance Abatement

A condition aboard or around a vessel or dock or berth that in the opinion of the Harbormaster constitutes a fire hazard, health menace, a danger to public safety and or otherwise unreasonably interferes with another's enjoyment of the Marina facilities shall be corrected upon receipt of notice thereof by the owner or operator. Corrective action shall be taken by the Harbormaster, including but not limited to charging the costs of abatement to the next billing or impounding the vessel or the object pursuant to the provisions of DMMC 15.04.520 if the nuisance is not abated. Failure to abate the nuisance is grounds for termination of moorage and removal of the vessel from the Marina or criminal prosecution. [Ord. IO 1 1, Sec. III; 466, Sec. V, G]

Obstruction of Waterways

- (a) No owner or operator having charge of a vessel or other personal property shall moor the same in a way that hinders use of navigable waters by others, or unless authorized by proper signing, make the same fast to a buoy, pier, or other structure owned by or under the authority and control of the City without obtaining permission from the Harbormaster. [Ord. IO 1 1, Sec. 11; 466, Sec. II, F]
- (b) No owner or operator in charge of a towboat shall obstruct navigable waters. [Ord. IO 1 1, Sec. 11; 466, Sec. 11, F]
- (c) The Harbormaster may order an obstruction removed, and it is unlawful and a violation of this chapter to fail, refuse, or neglect to promptly do so. The Harbormaster is further empowered to impound such vessel or other personal property according to the applicable provision when so ordered. Such vessels or other objects may be redeemed only after payment of charges in accordance with DMMC 15.04.540. [Ord. IO 1 1, Sec. 11; 466, Sec. 11, F]

Obstructions and Hazards on Piers

- (a) Vessel owners, operators, crew or guests using the Marina are required to keep their vessel, gear locker, and the pier or finger pier in the vicinity of their vessel neat, clean, orderly and shipshape. [Ord. 466, Sec. V, E]
- (b) The roadways, gangways, piers, floats or finger piers of the Marina shall not be obstructed at any time without the prior written permission of the Harbormaster. Landing steps shall not occupy more than half the width of a finger pier and must be stored on the vessel or some alternative storage area when not in use. [Ord. 466, Sec. V, E]
- (c) No person shall place or permit to remain on or across any float, any hose, line or object which would restrict, block or make hazardous pedestrian use of said float. [Ord. 466, Sec. V, E]
- (d) No unauthorized storage lockers are permitted on floats or finger piers. Oily rags, open paint, or other flammable material must not be stored on floats, piers, or in dry storage. Open fires are prohibited on the floats, including charcoal bumers, cutting torches, welders, or anything that would constitute a fire hazard. [Ord. 466, Sec. V, E]

Oil and Petroleum Products in the Marina

- (a) No person on a vessel, and no engineer or other person in charge of an engine room or machinery of a vessel, and no owner, lessee, agent, employee, or other person in charge of or employed on or about a pier, or other structure, and no person along or upon the shore of the Marina shall spill, throw, pump, or otherwise cause oil, gasoline, diesel oil, or any petroleum product to be upon Marina waters. A violator shall be liable for cost of removal as provided in RCW 90.48.315 et seq., and be otherwise prosecuted. [Ord. 466, Sec. V, D]
- (b) Fueling is prohibited in all places within the Marina except at the fuel dock..

Personal Floatation Devices

Non-swimmers shall wear personal floatation devices (PFD) when leaving the areas protected by safety railing and entering Marina floating facilities or facilities extending over water. The City assumes no responsibility for accident or injury, which may result from failure to comply with this rule. Life rings are not a reliable life saving device in all situations; circumstances often render them useless even when closely available. Pfd's are the only recognized and reliable aids to non-swimmers.

Pets

- (a) Pets are prohibited from the Marina floats, except when going to and from vessels. [Ord. 466, Sec. V, W]
- (b) In the general Marina facility, all pets must be on leash. [Ord. 466, Sec. V, W]
- (c) Violation of this section shall subject the animal to impounding by proper authority and criminal prosecution. [Ord. 466, Sec. V, W]

- (d) All pet owners must pick up their pet's droppings. Failure to comply with this section will result in issuance of a Marina Citation. [Ord. 466, Sec. V, W]

Repair Work

Extensive repair work on a vessel is not allowed while the vessel is located within the Marina, except under emergent and exigent circumstances. The Harbormaster retains discretion to determine whether a vessel may be repaired in the Marina.

Required Equipment

All vessels shall be numbered or documented in accordance with applicable Coast Guard or state regulations and shall carry the equipment required by applicable United States Law in force on the effective date of this Rule. Failure to so number, or document or to carry such equipment may be cause for refusal of moorage. [Ord. 466, Sec. 111, A]

Rock Breakwater

No person shall walk on, over, or across or anchor or moor a vessel on or to the rock breakwater which forms the marina harbor. This restriction shall not be applicable to City personnel or their authorized agents in the performance of their duties. [Ord. 466, V, 1]

Security - Gate Keycards

- (a) To enhance Marina security, Marina tenants and guests are encouraged to report illegal behavior to the Harbormaster and or appropriate officials. [Ord. 568, Sec. 1]
- (b) It is a violation of Marina rules to
 1. Prop open float gates.
 2. Allow others without keycards entry to the floats unless they are your guests.
 3. Enter by any other means than through the gate with a keycard or by boat. [Ord. 568, sec.]
- (c) Access to the secured portions of the Marina facility is restricted to Marina tenants and their guests, City of Des Moines employees and those persons with prior permission of the Harbormaster. [Ord. 568, Sec. 1]
- (d) Des Moines master keycards are restricted to bonafide businesses that meet the requirements of Marina Rule 14.

Sewage Disposal

- (a) The marine sanitation device standards and requirements of 33 CFR Section 159 is adopted by reference and shall be enforced in the Marina. [Ord. 466, Sec. V, C]
- (b) Discharge of sewage, gray water, chemicals, or any other substance from toilet facilities or sinks on vessels while in the Marina area is prohibited. [Ord. 466, Sec. V, C]

Sign Displays

- (a) The Harbormaster reserves the right to remove signs which, in his opinion, are not in keeping with the purpose and policies established by the Marina.
- (b) Signs must not extend beyond the bow or stem nor be higher than the top of the cabin roof or 5' above deck on vessels without cabins.

- (c) Signs posted on vessels must be no larger than 2'x 2'.
- (d) Signs are not to be illuminated with electrical lighting of any type.
- (e) All sign displays must comply with the rules regulating sign displays as set forth in the Des Moines Municipal Code.

Smoking

Smoking is strictly prohibited on the fuel float, and in any other designated no smoking area.

Speed Regulation

- (a) It is unlawful for a person to operate a vessel at a speed in excess of four knots and never at a speed beyond that of due care considering the existing circumstances in the Marina and surrounding areas. [Ord. 466, 11, D]
- (b) It is unlawful to operate a boat at such a speed or in such a manner as to create a wake that may cause damage to moored vessels or to floating structures. [Ord. 466, 11, D]

Swimming, Water Skiing, Diving

- (a) No person shall swim or water ski in the waters of the Marina except upon prior written permission of the Harbormaster. [Ord. 466, Sec. V, F]
- (b) Sport skin diving shall be prohibited in that area lying south of the southwest tip of the Des Moines Fishing Pier to a point five hundred feet south of the north tip of the Marina breakwater and from the breakwater to the western boundary of the property leased to the City.
- (c) Sport skin diving shall also be prohibited within the inner harbor area; that is, in the moorage area directly east of the breakwater and where official signs so prohibits. [Ord. 466, Sec. V, F]
- (d) Skin diving, commercial or otherwise, in the areas described in subsection 2 above, shall be confined to:
 - (1) Qualified skin divers engaged in recovery, repair, inspection of real estate above and below waters;
 - (2) Diving students of an accredited school engaged in approved oceanography studies; and
 - (3) All such diving actions must be authorized in writing by the Harbormaster, City Manager, or Chief of Police. [Ord. 466, Sec. V, F]
- (e) All skin divers, sport or otherwise, shall observe all equipment and safety standards, including using a surface supported diver's flag or surface support vessel flying a diver's flag, and must surface within fifty feet of said flag. [Ord. 466, Sec. V, F]
- (f) All persons engaged in skin diving within the Marina shall be solely responsible for any and all of their actions and decisions, including, but not limited to, choice and maintenance of equipment, diving procedures and exercises of judgment as to the

commencement and termination of diving, especially in adverse conditions. [Ord. 466, Sec. V, F]

- (g) All waters of the Marina, including those around the fishing pier and underwater artificial reef shall be a marine sanctuary. It shall be unlawful to remove any specimen of a marine organism from the waters of the Marina, except by:
 - (1) Standard sport hook and line, or
 - (2) Written permission of the Harbormaster, City Manager or Chief of Police. The taking of marine specimens by standard sport hook and line shall be governed by applicable State of Washington Saltwater Fishing Regulations. [Ord. 466, Sec. V, F]

Telephone Service

- (a) Costs and fees associated with installation are the responsibility of the tenant requesting phone service.
- (b) All installations on Marina property are subject to prior approval by the Harbormaster.

Unauthorized Persons

- (a) Access to the floats shall be limited to owners, operators, their employees, guests, immediate family, and those entering with approval of the Harbormaster. [Ord. 466, Sec. V, L]
- (b) No unauthorized person shall be permitted in areas specifically posted as being reserved for use of special categories of persons or as work areas. [Ord. 466, Sec. V, L]
- (c) No person shall willfully injure or tamper with or break or remove any part of any vessel or tamper with the lines securing such vessel, without the consent of the owner or other persons having charge thereof. [Ord. 466, Sec. V, L]
- (d) No person shall willfully or carelessly destroy, damage, deface, or interfere with any public property within the Marina. No person shall alter any berth or install or construct any addition to the Marina structures or grounds without prior written permission of the Harbormaster. Any alteration or addition shall be in harmony with the architecture and overall plan of the Marina. [Ord. 466, Sec. V, L]
- (e) The Harbormaster may deny the use of any of the facilities of the Marina to any person who shall refuse to comply with the provisions of this Ordinance. Any such person may be subject to prosecution as a trespasser to the fullest extent possible under the law if such order of the Harbormaster is not complied with. [Ord. 466, Sec. V, L]

Utility Float

The utility float is to be used for dinghy launching and "touch and go loading." Vessels are not authorized to moor to the float except by special permission of the Harbormaster or in emergency situations.

Chapter 4: Best Management Practices

Foreward

The City of Des Moines is obligated to obey and enforce all applicable State and Federal environmental laws. Beyond that obligation, the City also believes that it is in the best interest of the boaters and other users of the Marina if the waters of the Marina meet the safety and health standards set forth in State and Federal regulations. Activities associated with cleaning and maintaining a vessel and disposing of sewage and gray water that result from using a vessel can impact water quality in the Marina. These activities are a necessary part of owning and using a boat, therefore, the City feels the best way to protect water quality is to provide information and equipment, if necessary, that will enable the tenants to accomplish these activities without reducing water quality. That is the foundation for the Best Management Practices. The BMP's set forth the necessary regulations, but they also provide alternative methods for regulated activities.

What are Best Management Practices?

Best Management Practices are low technology ways to protect the environment. In general, BMPs are pollution control activities designed to protect or reduce the discharge of pollutants into the waters of the Marina. The key to successful BMPs is to incorporate them into routine activities. BMPs fall into two categories: *source control and treatment*. Source control BMPs are measures which prevent pollutants from entering the water. Source control BMPs rely heavily on the diligence and commitment of operators and boaters in following management practices. Treatment BMPs are measures that **reduce** the toxicity or volume of a waste after it has been generated. In general, most treatment BMPs are more expensive and labor intensive than source control measures.

The BMP's in this Chapter address cleaning and maintaining boats, hazardous materials, gray water, and sewage.

Applicable Laws and Policies

Federal:

The Clean Water Act of 1977

The Clean water Act prohibits the discharge of untreated sewage wastes into any U.S. territorial water and within three miles of shore.

Washington State:

Water Pollution Control Act

Chapter 90.48.080 RCW "it is illegal to discharge or allow to be discharged any pollutant." Pollutant is defined as anything that changes the chemical, physical or biological nature of the water it enters.

City of Des Moines Municipal Code:

Harbor Code

Chapter 15.04, section 15.04.240 sewage disposal

"The marine sanitation device standards of 33 CFR section 159 are adopted by reference and shall be enforced in the marina." [Ordinance 466 ^ 5(C) 1979]

Des Moines Marina:

Policy and Procedures Manual: Sewage, Discharge of:

Discharge of sewage or gray water from toilet facilities or sinks on vessels while in the Marina area is prohibited. A sewage pumping station is located on the fuel dock and is free of charge to encourage usage (ORD. 466, Sec.V, C)

Vessel Maintenance

All boats require cleaning and some type of maintenance. The Best Management Practices for cleaning and maintaining your boat are all designed to keep toxic substances out of the water. With a few exceptions, most work can be safely performed if precautions are taken to minimize the impact on the marine environment.

Best Management Practices for cleaning your Boat

Any cleaning done to the exterior of a boat usually involves rinsing the dirt and the cleaning agent off into the water. Because containment is not practical, the best management practice for cleaning the exterior is to use cleaning products that minimize impacts on water quality. Often, products we assume are safe are very toxic to the marine environment. Grease cutting detergents, scouring powders and bleach are examples of cleaners that should not be used in situations where they will be rinsed off into the waters of the Marina. Cleaners that are labeled phosphate-free and non-toxic are preferable.

Any type of cleaner can be used on the interior of your boat, as long as it is not pumped overboard. Pumping bilge water containing any petroleum product, degreasers or soaps into the waters of the Marina is strictly prohibited.

Best Management Practices for Vessel Maintenance

Painting, scraping, and refinishing of boats, when in the water, is limited to minor touch ups. ***All work must be contained!*** The Washington Department of Ecology requires that slip side maintenance be limited to projects of less than 25% of the surface area of the hull above the waterline. More extensive work is required by law to be performed in a permitted boatyard facility.

The following practices apply to minor repairs and maintenance, (less than 25% of the above water surface area of the hull).

- **Any work involving more than four, (4), square feet of area requires a work permit issued by the Marina office. There is no fee for the permit.**
- For any size project, all the by-products of scraping, sanding and refinishing must be kept out of the water.
- Any sanding must be done with a vacuum sander or with containment in place.
- All paint mixing must be done with the can(s) placed inside of an acceptable form of secondary containment that will catch any spillage. Paint containers in the moorage area are limited to one, (1) gallon in size.
- Used paint and other hazardous wastes are to be taken to the Marina hazardous waste storage area for disposal. These materials are not to be discharged into the water, the sanitary sewer or a garbage dumpster.

The Harbormaster shall have the sole discretion to decide what projects may be done in the water. Violation of any applicable Federal, State, City law or Marina Rule may be grounds for termination of moorage. **Any project involving more than 25% of the surface area of a vessel (above the water line) must be done in a boat yard with a NPDES permit issued by the State of Washington.**

Chapter 5: Marina Rates and Tariffs

The Marina charges various fees for customer services, maintenance services and some administrative functions. The Marina also has established penalties for late payment of moorage fees and for infractions of some Marina Rules. All wet and dry moorage fees are established by the City Council. All other tariffs and fees are set by the City Manager, (ORD 466, Sec. VI, B and Rule Seven), and are listed as follows.

MARINA SERVICES

Public Sling Hoist:

The fee for launching of a vessel is:

BOAT LENGTH	ROUND TRIP
15' – 22'	\$33.00
23' – 27'	\$38.00

Fixed Keel Sailboats \$5.00 plus launch

The Marina does not launch boats from bunk trailers.

Guest Moorage:

Summer Overnight Guest Moorage Rates:

LENGTH OF VESSEL	PRICE PER DAY
0' - 20'	\$14.00
21' - 25'	\$16.00
26' - 30'	\$19.00
31' - 35'	\$22.00
36' - 40'	\$26.00
41' - 45'	\$29.00
46' - 50'	\$32.00
51' - 55'	\$35.00
56' – 60'	\$42.00
61' - over	\$50.00

Leasehold tax of 12.84%, or as revised by law, will be charged on stays over 30 days. All rates are payable in advance. Electricity is \$3.00 per night. Cable TV is \$2.00 per night. Commercial vessels, or vessels with "for sale" signs displayed will be charged an additional \$3.00 per day. This rate will be in effect from May 1st through September 30th of each year.

Winter Overnight Moorage:

See seasonal (20'-24'), liveboard and sublease rates page 50.

Water, garbage, electricity, and cable available at \$40.00 per month for winter moorage.

Leasehold tax of 12.84% or as revised by law, will be charged on stays over 30 days. Failure to pay in advance for charges due will result in the impoundment of the vessel until all fees and charges have been satisfied. Fees and charges will continue to accrue during any impoundment period.

Commercial Landing Fee

The Landing fee for all commercial vessels, tour boats and party boats is \$50.00 per trip or per day if continuous.

MAINTENANCE SERVICES

Covered moorage cutouts:

Alterations to exterior walls of the covered moorage's to accommodate larger vessels are permitted under limited circumstances. "Cutouts" must be approved by the Harbormaster. All work must be done by Marina staff. Materials used will be billed to the tenant at actual cost. Staff time will be billed at \$40 per hour.

Pumping and non-emergency towing

- a. A \$50 per hour fee with one hour minimum will be charged for the pumping of any vessel.
- b. A \$50.00 per hour fee with one hour minimum will be charged for the non-emergency towing of a vessel within the marina.

Electrical service

Tenants are charged a \$3.50 per month flat fee for electricity, which includes the first 50 KW hours of use. Any use over 50 KW hours is billed at the actual cost of .06 cents per KW hour.

Any request for electrical meter installation or removal will be charged a fee of \$10.00 per request after the initial installation or removal of the electrical meter.

Requests for increasing electrical service from 20 to 30 amp will be done on a first come first serve basis, and will depend on capacity of existing marina wiring. All parts + labor will be charged to the tenant at the flat rate of \$35.00 which will include all parts associated with the modification.

ADMINISTRATIVE FEES

Slip exchange list:

A \$40.00 fee per party is required to be put on slip exchange wait list.

Waiting List Fees:

An annual fee of \$25.00 will be charged on the anniversary date of each waiting list applicant until an offer of moorage is made.

Proximity Cards

- a. The fee for a proximity card is \$5.00 each plus sales tax for the first two. Additional cards will cost \$15.00 plus sales tax each.
- b. The fee for a key fob device is \$10.00 each plus sales tax for the first two. Additional fobs will cost \$30.00 each plus sales tax.
- c. If a tenant wants more than two devices, the additional, (third or more) devices (s), will be charged at the higher rate(s).
- c. Lost proximity devices will be replaced at the lower fee. The device reported lost will be deleted from the system.
- d. Subleases will be charged at the same rate for proximity cards or fobs.

Fees & Deposits

- a. A \$30.00 fee is required prior to being placed on the waiting list for permanent moorage.
- b. Each permanent moorage tenant must give the Marina a moorage security deposit in the amount of one month's moorage fee for the class of moorage they are occupying. The security deposit is due, along with the first's months' moorage and leasehold tax when the prospective tenant is issued keycards.

Storage Lockers

The rental fee for a storage locker is \$15.00 per month. Tenants provide their own lock. A deposit is not required to be placed on the waiting list for a locker.

Dingy Storage

Dingy's are stored on a rack in the designated Dry Shed for a monthly fee of \$15. Contact staff to request assistance putting it in the water.

Storage Lot

Monthly rates are \$50 for boats on trailers 24' or smaller and \$75 for boats on trailers 25-27 feet. Daily rates for disconnected trailers is \$6.00 per night. Vehicles can also be accommodated for the same rates.

Mail insertion fee:

A fee of \$50 will be charged to all persons requesting a flyer insertion with the monthly billing. The message/advertisement on the flyer must be relevant to the marina tenants, and must be approved by the Harbormaster.

PENALTIES AND LATE FEES

Late fees for monthly moorage

Moorage statements are mailed on the 30th of the month or as close as possible to that date. They are due by the tenth of the following month. A late fee of 3% will be applied to the balance due after that date.

A \$50 impound fee will be charged when it is necessary to chain up a boat to secure payment of moorage.

Delinquent Account Reinstatement:

If a tenant's moorage/service agreement is terminated for failure to pay moorage fees, the tenant will be assessed a \$100.00 reinstatement fee in addition to all moorage fees that are due. All moorage fees, the reinstatement fee, and impound fee if applicable must be paid within the time limit given in Rule No. 7 for the tenant's account to be reinstated in good standing.

Late Fees for Guest Moorage

Failure to pay in advance for guest moorage will result in a \$25.00 impound fee assessed to the moorage fees in addition to the regular moorage fees.

Impound Fees for Parking Violations

The owners of vehicles and trailers that are impounded for violations of Marina Parking Rules will be charged a \$20.00 impound fee.

PERMANENT MOORAGE RATES:

General Moorage Berths: Per lineal foot per month plus 12.84% leasehold tax.

BERTH SIZE	OPEN	COVERED	LIVEABOARD SUBLEASE, WINTER & SEASONAL 20'-24'	
			Open	Covered
20 Foot	\$5.70	\$7.09	\$6.84	\$8.51
24 Foot	\$6.39	\$8.13	\$7.67	\$9.76
28 Foot	\$6.63	\$8.76	\$7.96	\$10.54
32 Foot	\$7.24	\$9.38	\$8.69	\$11.26
36 Foot	\$7.68	\$10.68	\$9.22	\$12.82
40 Foot	\$8.20	\$11.33	\$9.84	\$13.60
50 Foot	\$9.26	\$13.29	\$11.11	\$15.95
54 Foot	\$9.26	N/A	\$11.11	N/A
62 Foot	\$9.55	N/A	\$11.46	N/A

Overhang shall be pro-rated. Any portion of a foot shall be considered a full foot.

Liveaboard & Sublease Rates: Per lineal foot per month plus 12.84% leasehold tax.
See Marina Rule 8.

Seasonal Rates:

Seasonal rates apply to 20' and 24' open or covered moorage during the period of March 1st to October 31st. If the tenant stays beyond this season, he will be charged the annual rate.

Dry Moorage:

The Dry Shed storage charge is \$163.34 per month plus 12.84% leasehold tax.

Redondo Lot Parking:

1 hour	\$0.75
2 hours	\$2.00
3 hours	\$3.25
4 hours	\$4.50
5 hours	\$5.75
All Day	\$7.00
Vehicle-Trailer combinations	\$ 8.00
Seasonal Pass	\$125.00