The following policies address the operation of the Oak Harbor Marina. These policies are intended to support and amplify marina rules and regulations as they are delineated in the Oak Harbor Municipal Code and in such ordinances for the governance of marina operations as may be approved by Council. Additionally, they are intended to support and amplify the requirements of other governing contracts and policy documents, including moorage, storage and parking storage contracts, marina Best Management Practices, etc.

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**OHMC Section 6.40.140** Harbormaster authority.

“The harbormaster shall have the authority to issue orders and/or written rules and regulations necessary for the safe and efficient operation of the marina consistent with this chapter and for the preservation and use of park and open spaces included within the marina.”
General Prudential Rules Governing Marina Operations

Date of last revision: 18 September 2006

1. All persons entering the marina are obligated to comply in a timely manner with all directions or instructions given by the harbormaster, with respect to their movement within the marina. Non-compliance with such directions or instructions shall entitle the harbormaster to require immediate removal of the vessel from the marina.

2. All vessels using the facilities of the marina, for moorage or otherwise, shall be subject to all of the charges, rules and conditions as published in marina policies and rate schedules.

3. All boats, vehicles, property, gear or equipment will be parked, stored, moored or maneuvered in the marina area in a safe and orderly fashion. Speed limits within the waterways shall be a maximum of 4 knots. The entire marina is a no wake zone. No boats under sail are allowed inside the marina.

4. Boats, when unattended, must be securely moored with stern, bow and spring lines. Four or more lines are required.

5. Any person visiting or using the marina or its facilities does so at his own risk. The marina does not assume any responsibility for loss or damage to property or injury to persons occurring within the marina boundaries.

6. Boats may be moved at the direction of the harbormaster for the protection of life or property, or in the interest of safety, or for proper utilization of the facility.

7. Boats which, in the opinion of the harbormaster, do not meet normal standards of safety, cleanliness or seaworthiness, or which are hazardous to marina property or to other boats or facilities, will be denied permission to remain on marina premises. A boat owner who denies permission, when requested, for an “on board inspection” of his boat by duly authorized personnel shall be deemed in non-compliance.

8. Posting of signs for the sale, charter or rental of boats while moored in the marina shall be subject to the approval of the harbormaster. No posting of unauthorized signs or distribution of flyers, brochures, etc. is allowed on marina property.

9. Free access to all marina facilities must be maintained. Roadways, gangways, piers, floats and float fingers shall not be obstructed at any time without permission of the harbormaster. Boarding steps must not occupy more than half the width of the finger pier, and must be stored on the boat or in some other storage area when not in use.

10. Dinghies, when unattended, shall not be kept in the water or stored on the floats.
11. Dock boxes shall be of fiberglass construction, white in color and triangular in shape, so as to fit on the triangles at the corners of the float fingers. Wooden 2x2 or 2x4 spacers shall be used to ensure air circulation underneath the dock boxes, to prevent wood rot.

12. Oily rags, open paint or solvents, or other flammable material must not be stored on floats or finger piers, nor in dry storage sheds.

13. Additional fendering material and/or dock wheels may be used if approved by the harbormaster and installed by the owner. Galvanized or stainless fasteners are required. Cost of installation and material, and any subsequent maintenance or replacement required, will be borne by the tenant.

14. No smoking on the fuel float.

15. Unattended boats will not be moored at the fuel float or hoist dock.

16. Swimming, water skiing, scuba diving or use of any unorthodox type of boat, raft or other contraption is not permitted in any marina area unless approved by the harbormaster.

17. Fishing is permitted in designated areas only. Generally, this includes the main walkways and guest moorage float. Fishing is specifically not permitted in the permanent moorage areas of the marina (A through E docks).

18. Children under 10 years of age are not permitted on floats or finger piers unless accompanied by a parent or other responsible adult. Use of personal flotation devices for children is encouraged.

19. Marina dock carts are provided for tenants and guests, for the transportation of supplies and personal possessions. They are not to be used for commercial purposes, or for transportation of engines, transmissions and the like, that clearly overload the carts. If a cart becomes dirty from use, the user is expected to clean it for the next user. All carts are to be returned promptly to the dock cart storage area on the main dock.

20. No garbage, trash, oil, fuel, debris or other material, either liquid or solid, shall be deposited in the water or on the land areas of the marina, or on any floats or piers, except into containers provided for that specific purpose.

21. Garbage dumpsters are available in the marina parking lot. Access to waste oil, antifreeze, filter and bilge water recycling containers is available through marina staff.

22. Discharge of sewage from toilet facilities on vessels in the marina and in Oak Harbor Bay is prohibited. Oak Harbor Bay, including the marina, is a designated “no discharge zone”.
23. Marina fire equipment is to be used for fighting fires only. Cost of illegal/unauthorized use of this equipment will rest with the user. All boats moored in the marina will be required to maintain as a minimum the basic fire fighting equipment required by the U.S. Coast Guard for a boat of that particular class.

24. Open fires are prohibited on the floats, including cutting torches, welders or other equipment the operation of which would pose a fire hazard.

25. Barbeques are authorized in open moorage only. Operation of barbeques in the covered moorage portions of the marina is prohibited.

26. Fireworks are not allowed on marina property at any time.

27. Loud or boisterous conduct is not permitted on marina premises. Deportment shall be in good taste at all times.

28. Riding of bicycles, motorbikes, skateboards or roller blades on floats is prohibited.

29. Boat hoist is to be operated only by marina staff, or by boat owners or contractors who have executed a current hoist contract and who possess a valid hoist card. No work is to be done on boats suspended in the hoist.

30. The Oak Harbor Marina is not a permitted boatyard, and does not desire to become a permitted boatyard. Maintenance work performed by tenants, or by contractors on behalf of tenants, shall strictly comply with Marina Best Management Practices in this regard. Cleaning, scraping, sanding and painting of boat bottoms on marina property is strictly prohibited. (Exception: In-water hull cleaning performed by a licensed dive service that is on the list of dive services authorized to work in the Oak Harbor Marina.)

[Signature]
Harbormaster
Moorage Assignment Policies

Date of last revision: 18 September 2006

1. Responsibility for assignment of moorage. The ultimate authority for assignment of moorage, storage units and parking storage within the marina rests with the harbormaster. Other members of the marina staff may assist in locating suitable moorage; however, the harbormaster must approve all assignments.

2. Basis for moorage assignment
Assignment to moorage is based on the length overall (LOA) of the vessel, which is the measurement from the forward most point on the bow, to the after most point on the stern, to include bowsprit, dinghy, swimstep, etc. Computation of moorage fees will also be based on LOA of the vessel, or on length of the slip, as specified in the marina rate tables for the specific slip. A maximum of two (2) feet of overhang is allowed. Thus: The maximum LOA of a boat moored in a slip with a 32 foot finger is 34 feet.

3. Contract required for moorage
- Occupancy of a wet moorage slip for a period of one month or more will require a written contract. Terms of the contract require payment of one month's moorage, as determined from the rate tables for that specific boat and/or slip, plus a security deposit equal to one month's moorage. This security deposit is held in escrow until moorage is terminated, at which time it may be either applied to any balance owing, or refunded.
- Occupancy of a wet moorage slip for periods less than one month may be pro-rated at the applicable rate prescribed in the rate tables in effect. Payment of security deposit is not required. However, should occupancy extend beyond one month, the tenant will be billed for the required security deposit, and will be required to provide proof of insurance.
- Occupancy of a dry storage unit or parking storage will in all cases require a contract.

4. Number of slips assigned. To ensure that the Oak Harbor Marina can best meet the needs of the community, a maximum of one slip and two dry storage units will be assigned to any one person or business. Exceptions may be made at the discretion of the harbormaster.

5. Subletting. Subletting by permanent marina tenants of slips and storage units for which they are the tenant of record is not allowed. Subletting in extenuating circumstances or hardship cases may be authorized by the harbormaster.

6. Utilization of slips in absence of tenant of record
- Slips rented by tenants shall be available for use by the tenant of record at any time he/she wishes to use the slip to moor their vessel.
• As a general policy, whenever the harbormaster anticipates the need to utilize vacant permanent slips to accommodate a large influx of guest moorage customers, he/she will request that tenants notify staff of dates slips will be vacant.

• Tenants are requested to inform the harbormaster of all periods of absence from the slip, so that use of marina facilities to serve the boating public can be optimized.

• Permanent moorage slips may be utilized for guest or temporary moorage at the discretion of the harbormaster, in the absence of the vessel belonging to the tenant of record. There will be no reimbursement of slip fees.

• The tenant of record will not be charged for electricity consumed during periods of absence from the slip, provided the tenant notifies staff in writing of the absence.

• During periods when the permanent tenant is absent from the assigned slip, electricity will be charged as follows:
  
<table>
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<td>Absent at least 3 weeks</td>
<td>No electric charge</td>
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<tr>
<td>Absent 1-3 weeks</td>
<td>Minimum charge</td>
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<tr>
<td>Absent less than 7 days</td>
<td>Full meter charge or flat rate</td>
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• A slip may be vacated by the tenant of record for a period of up to one year, so long as slip fees are paid. For extended periods of absence, it is particularly important that the harbormaster be informed. If a slip remains unoccupied by the tenant of record for a period in excess of one year, the slip will be reassigned to the next person on the applicable wait list.

Upon sale of a boat without replacement in kind, the former owner is obligated to terminate his moorage contract, and he will remain the tenant of record until he does so.

7. Tenant utilization of breakwater / guest moorage

• Permanent moorage tenants may, on an occasional basis, use guest moorage for outside maintenance, mooring practice and recreation.

• Prior to occupying guest moorage spaces, marina tenants shall verify availability of same with the harbormaster.

• During most of the summer months, guest moorage operates at capacity, especially on weekends. Frequently, visiting yacht clubs and other groups will have reserved all available guest moorage. For this reason, permanent marina tenants should restrict their weekend use of guest moorage to day use only.

8. Sale of boat

• The slip does not convey with the sale of the boat. It is the responsibility of the new owner to arrange for moorage for the boat, with due regard to any waiting list that might exist for that size and type boat.

• If other slips of the same size and type as that being vacated are available, and there is not a waiting list for those slips, then the new owner may be allowed to retain the same slip or another vacant slip of the same size and type, with the concurrence of the harbormaster.
9. **Special Consideration Moorage Assignments**

   a. Commercial fishing vessels which "winter over" in the marina (i.e., which routinely depart in spring to fish in other waters and return in the fall for winter moorage) may, at the request of the owner, be kept on an open account, and will be charged the monthly rate for the size of the vessel, on a pro rata basis, only for the time they actually occupy moorage. Electricity will be charged per the meter, if the slip is metered, and otherwise at the published flat rate.

   b. Sailboats that come from other marinas to participate in regularly held summer sailing races sponsored by Oak Harbor Yacht Club, Whidbey Island Naval Sailing Association, etc., will be allowed to occupy moorage as available, for limited periods (normally two to three days for each race), and will be charged the normal monthly rate, prorated for the number of days on board.

   c. U.S. Coast Guard, U.S. Customs Service and similar vessels which occupy marina spaces on official business will not normally be charged moorage fees.

   d. Vessels which occupy guest moorage or other assigned moorage solely because of mechanical failure, illness or similar misfortune will not normally be charged moorage fees for the time required to correct the situation, or for a reasonable time as determined by the harbormaster. The period of complimentary moorage for these reasons will not exceed three (3) days unless specifically authorized by the harbormaster.

   e. Policy for commercial vessels using the marina for commercial operations (crabbing, shrimping, fishing) is provided separately.
Winter and Conditional Moorage

Date of last revision: 18 September 2006

1. Winter moorage. Up to 50 per cent of the F dock guest slips may be used for winter moorage, for the period beginning 1 October and continuing to the following 15 May. The currently authorized marina rate schedule shall apply to this moorage.

2. Conditional moorage.
   - Because State funds have assisted with construction, those areas of the marina designated as “guest moorage” are required to be available for that purpose at any time they are required. Generally, guest moorage is defined as: All of F dock; the E-F connecting walkway; the west face of E dock between the main walkway and the E-F connecting walkway; and the north face of the main walkway.
   - Because of the demand for larger boat moorage, and because not all of the marina’s available guest moorage is required for that purpose year round, the marina utilizes portions of guest moorage for “conditional moorage”. Some slips and side tie spaces are leased under a special, conditional moorage contract, which specifies these slips are for the tenant’s use on a year-round basis except when they are needed for guest moorage. The “condition” is that the tenant agrees to vacate the slip at those times.
   - In a normal year, the conditional moorage vacation periods are:
     - Memorial Day weekend (Friday noon to Monday afternoon)
     - Fourth of July (dates as prescribed for the year)
     - Whidbey Island Race Week (second or third week in July, from Friday noon to the following Saturday noon)
     - Labor Day weekend (Friday noon to Monday afternoon)
     - Other special events as identified by the harbormaster
   - The harbormaster will provide to all conditional moorage tenants, by 31 March of each year, a written list of events and dates for which tenants are required to vacate during that year.
   - It is the conditional moorage tenant’s obligation to vacate for these events, and to notify the harbormaster of his intent to do so.
   - Conditional moorage tenants are credited on a per diem basis for days they are required to vacate. This credit applies to moorage, live aboard fees, electricity and environmental compliance fees, as applicable.
Oak Harbor Marina
LIVE ABOARD POLICY
(Revised 9/15/06)

The following policies and definitions address the privilege of living aboard a vessel moored in the Oak Harbor Marina.

Supplemental documents:
1. Form: Oak Harbor Marina Authorization to Live Aboard
2. Form: Oak Harbor Marina Live Aboard Tenant Pumpout Record

Living Aboard - Definition: A live aboard tenant is defined as any person or persons who sleep aboard a vessel more than fifteen (15) days in any 30 day period while the vessel is moored at the marina.

Live Aboard Policies:

1. **Written Permission Required.** Living aboard a vessel in the Oak Harbor Marina is a privilege that must be granted in writing by the Harbormaster. (OHMC 6.36.080). The Oak Harbor Marina Authorization to Live Aboard form and the Oak Harbor Marina Best Management Practices - Addendum for Live Aboard Tenants (attached) shall be used for this purpose.

2. **Maximum Number of Vessels.** The maximum number of live aboard vessels authorized at any one time is thirty five (35). (This is based on Department of Natural Resources guideline of 10 per cent of permanent moorage slips.)

3. **Who May Live Aboard.** The privilege of living aboard is limited to the registered and/or legal owner of the vessel, and to members of his or her immediate family. The registered and/or legal owner of the vessel must be living aboard the vessel in order for other family members to also live aboard.

4. **Suitability of Vessel.** In determining whether or not a vessel is suitable for living aboard, the Harbormaster shall consider the size of the vessel, the adequacy of the quarters and sanitation facilities. In general, authorization to live aboard will not be granted for vessels less than 28 feet in length, or for vessels that do not have a working Type III Marine Sanitary Device (holding tank) on board. Living aboard a vessel utilizing a porta-pottie will not be authorized.

5. **Right to Inspect.** Any vessel moored in the Oak Harbor Marina is subject to inspection by Marina staff to determine suitability for moorage based on safety, seaworthiness and general material condition. Any vessel for which live aboard status is requested is subject to inspection to evaluate suitability for that purpose. Any vessel moored in the Oak Harbor Marina is subject to inspection if the vessel is suspected of non-compliant discharge.
6. **Pets.** Pet owners are responsible for controlling the behavior of their pet(s), keeping them on a leash, and cleaning up after them in a timely way and manner. Pet wastes can be a substantial source of fecal contamination to the waters of Oak Harbor Bay, and all pet owners are required to clean up all wastes from their pet(s) and dispose of these wastes properly in the dumpsters and garbage cans. Repeated failure to comply will result in termination of this authorization and the moorage agreement. Live aboard tenants are required to provide the number and type of pets on board.

7. **Live Aboard Fee.** A monthly live aboard fee will apply to all live aboard accounts. This fee will be set by City Council as part of the marina rate structure. The fee will commence on the same month as live aboard moorage was authorized by the Harbormaster. Balances unpaid after 60 days (including monthly moorage, live aboard fee and electricity) will be in default and moorage will be subject to termination. The live aboard fee will be prorated for those months in which the tenant is temporarily off the vessel or out of the slip for a period greater than 15 days in any given month. Otherwise, the full fee will be charged. *It is the tenant’s responsibility to notify the Marina office of changes in live aboard status.*

8. **Termination of Live Aboard Status.** Live aboard status may be terminated by the tenant, by written notice to the Marina office. Live aboard status may be terminated by the Harbormaster for cause, as cited below, at any time. Notification will be given in writing, via certified mail, by personal service and/or by posting notice on the vessel. The tenant will have ten (10) days from the date of this notification to cease living aboard.

9. **Causes for Termination.** Live aboard status may be terminated by the Harbormaster for the following reasons:
   a. Violation of the terms of the basic Moorage Agreement, including engaging in behavior that disturbs others or creates a nuisance for others.
   b. Failure to comply with Marina Best Management Practices. All live aboard tenants shall comply with Best Management Practices for the proper handling and disposal of fuel, oil, chemicals, hazardous waste, gray water and other solid waste.
   c. Repeated or willful noncompliance with proper sewage handling as prescribed herein.
   d. Failure to pay moorage and fees in a timely manner, per the moorage agreement.
   e. Commission of a felony or gross misdemeanor on marina property.
   f. Endangering the lives and property of others at the marina.
   g. Failure to maintain vessel insurance as required by marina policy.

10. **Security Responsibility.** As a condition of live aboard authorization, the live aboard tenant(s) agree to enhance marina security by calling to the attention of marina staff: any possible or potential damage to vessels, piers, docks, or other parts of the marina facilities; unauthorized persons on piers or docks; possible theft; suspicious behavior; unsafe practices and/or any other incidents that threaten the safety and
security of the Marina community. In case of fire or other emergency, live aboards shall call 911.

11. **Sewage Handling and Disposal.** Discharge of untreated sewage anywhere within the waters of Puget Sound, including Oak Harbor Bay and Marina waters, is prohibited by law (Federal Water Pollution Control Act, 33 USC 1322; Washington State Water Pollution Control Act, Chapter 90.48 RCW, and other federal, state and local laws and regulations. Discharge of treated sewage in the waters of Oak Harbor Bay and the Marina is also specifically not allowed. The live aboard tenant, in completion of the Authorization to Live Aboard request form, is required to specify the means by which boat sewage will be contained and disposed. **Repeated or willful noncompliance with proper sewage handling and disposal requirements will result in termination of the live aboard authorization, and of the moorage contract for the vessel.**

12. **Date of Review.** This policy memorandum was last reviewed and updated on 15 September 2006.

David D. Williams, Harbormaster
OAK HARBOR MARINA
REQUEST FOR AUTHORIZATION TO LIVE ABOARD

Moorage Customer Name: ____________________________________________

(Please Print)

Slip Number ______ Telephone # _________ Boat Name: ____________________

I hereby request permission to live aboard my vessel while moored in this marina. I am the registered and/or legal owner of this vessel. In addition to myself, I request permission for those persons listed below, who are members of my immediate household, to also live aboard my vessel. I understand that I must be living aboard my vessel in order for those persons listed below to be living aboard. I understand that, should I terminate my liveaboard status, the persons listed below will no longer be able to live aboard:

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<th>Relationship</th>
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I agree that only the persons named in this agreement shall live aboard this vessel during the time I am living aboard. No other person shall be permitted to live aboard. This authorization to live aboard does not alter the rights and duties of the Marina or the moorage customer as specified in the separate Moorage Agreement. I agree to all of the applicable rules and regulations that follow:

- **Definition:** A Liveaboard is defined as any person who sleeps aboard a vessel more than fifteen (15) days in any month while the vessel is moored at the Marina.

- **Fee:** A Liveaboard monthly fee in an amount set by the Oak Harbor City Council and published in current marina rate tables, is required. The fee will commence on the same month as liveaboard moorage was authorized by the Harbormaster. Balances unpaid after 60 days (including monthly moorage, liveaboard fee and electricity) will be in default and moorage will be subject to termination. The liveaboard fee will be prorated for those months in which the tenant is temporarily off the vessel or out of the slip for a period greater than 15 days in any given
month. Otherwise, the full fee will be charged. **It is the tenant’s responsibility to notify the Marina office of changes in liveaboard status.**

- **Termination of Liveboard Status:** Liveboard status may be terminated by the tenant, by written notice to the Marina office. Liveboard status may be terminated by the Harbormaster for cause, as cited below, at any time. Notification will be given in writing, via certified mail, and the tenant will have ten (10) days from the date of this notification to cease living aboard.

- **Causes for Termination:** Liveboard status may be terminated by the Harbormaster for the following reasons:
  - Violation of the terms of the basic Moorage Agreement. Specifically, behavior that disturbs others or creates a nuisance for others in the Marina is not permitted. Repeated nuisance behavior will result in termination of this liveaboard authorization and the moorage agreement.
  - Failure to comply with Marina Best Management Practices. All liveaboard tenants agree to comply with BMP’s for the proper handling and disposal of fuel, oil, chemicals, hazardous waste, gray water and other solid waste.
  - Repeated or willful noncompliance with proper sewage handling as prescribed herein.
  - Failure to pay moorage and fees in a timely manner, per the moorage agreement.
  - Failure to maintain proper vessel insurance, as prescribed by the Harbormaster.

- **Pets:** Pet owners are responsible for controlling the behavior of their pet(s), keeping them on a leash, and cleaning up after them in a timely way and manner. Pet wastes can be a substantial source of fecal contamination to the waters of Oak Harbor Bay, and all pet owners are required to clean up all wastes from their pet(s) and dispose of these wastes properly in the dumpsters and garbage cans. Repeated failure to comply will result in termination of this authorization and the moorage agreement. So that you can be notified in case of a lost pet or problem, please provide the types of pets that will be on board your vessel, and a description:

- **Security:** All liveboard tenants agree to enhance marina security by calling to the attention of marina staff: any possible or potential damage to vessels, piers, docks, or other parts of the marina facilities; unauthorized persons on piers or docks; possible theft; suspicious behavior; unsafe practices and/or any other incidents that threaten the safety and security of the Marina community. In case of fire or other emergency, liveaboards shall call 911.

- **Sewage Handling and Disposal**
  - Discharge of untreated sewage anywhere within the waters of Puget Sound, including Oak Harbor Bay and Marina waters, is prohibited by law (Federal Water Pollution Control Act, 33 USC 1322; Washington State...
Water Pollution Control Act, Chapter 90.48 RCW, and other federal, state and local laws and regulations. Discharge of treated sewage in the waters of Oak Harbor Bay and the Marina is also specifically not allowed.

- Boats without holding tanks are not acceptable as live aboard vessels.
- Boats utilizing porta-potties only are not acceptable as live aboard vessels.

I use the following method of sewage disposal on my vessel: (Please initial one)

Initial _____ The vessel has a working Type III Marine Sanitation Device (MSD III), that is pumped out regularly at the self-service pumpout stations located on the fuel dock and on SS WATERLOO (Slip F-01). I will provide written verification, along with my monthly moorage payment, of the dates on which I used a self-service pumpout station. A form for this purpose will be provided with my monthly statement. I understand that failure to provide this monthly verification will result in termination of this liveaboard authorization and my moorage agreement.

Initial _____ The vessel has a working USCG certified Type I or Type II Marine Sanitation Device (MSD I or MSD II). I understand that I am not allowed to discharge from these devices into the waters of Oak Harbor Bay and the Marina. I agree to tie off or otherwise secure the overboard discharge valve to prevent inadvertent overboard discharge. If I use my MSD I or MSD II outside of Oak Harbor Bay, I will re-secure this valve prior to returning to Marina waters.

Initial _____ The vessel has a working USCG certified Type III MSD that I do not use. I use shore side facilities only. I agree to tie off or otherwise secure the overboard discharge valve to prevent inadvertent overboard discharge. If I use my MSD I or MSD II outside of Puget Sound, I will re-secure this valve prior to returning to Marina waters.

Please Note: Repeated or willful noncompliance with proper sewage handling will result in termination of this Authorization and the Moorage Agreement. Any vessel is subject to inspection by Marina staff if the vessel is suspected of non-compliant discharge.

- Emergency Contact Information: For emergency purposes, when no one is aboard the boat, I can be reached at the following numbers:

  Work phone: ________________

  Home phone: ________________

  Cell phone: ________________

  e-mail: ________________
I understand that failure to comply with Marina regulations will result in termination of this authorization to live aboard, and of my basic moorage agreement. I have read and understand the Marina’s Best Management Practices and this Authorization to Live Aboard agreement.

Name (print): ___________________________  Date: ____________

Signature: ________________________________

Authorization to live aboard is hereby granted to the individual(s) listed above:

________________________________________  Date: ____________

Harbormaster
OAK HARBOR MARINA
LIVE ABOARD TENANT PUMPOUT RECORD

Moorage Customer Name: ________________________________

(Please Print)

Slip Number ______ Telephone # _______ Boat Name: ____________

I hereby certify that I have used Oak Harbor Marina pumpout equipment to properly dispose of boat sewage from my vessel as required in my Authorization to Live Aboard agreement. Dates and times that I pumped out my holding tank are listed below.

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Comments:


(Revised 10/06)
Reservation Policies

Date of last revision: 18 September 2006

1. Reservation for guest moorage will be accepted only for groups of 5 or more boats. Individual boats will be accommodated on a first come, first served basis, subject to availability of guest slips.
2. At the harbormaster's discretion, a "drop in list" for special occasions and holiday weekends may be implemented. These lists will serve as reservations for individual boats.
3. Advance moorage payment and/or deposits will not be collected, except for special events such as Whidbey Island Race Week.
4. Reservations that will not be utilized should be cancelled no later than 24 hours prior, so that the available slip space can accommodate another boater.
5. Normally, requests for reservations will be honored in the order in which they were received. In the case of multiple requests for the same time frame, priority may be given at the discretion of the harbormaster to those groups or organizations that have been frequent guests.
6. Check out time is 1:00 PM.
7. Vessels remaining for more than 6 hours or past business hours are required to pay moorage.
Vessel Inspection Policy

Date of last revision: 18 September 2006

The following are conditions of permanent moorage:

As a matter of policy, all vessels registering for permanent moorage will be inspected and measured for seaworthiness and slip compatibility. Vessel owners will be granted temporary moorage for 72 hours pending vessel inspection. During the inspection, the following will be evaluated to assure compliance and vessel compatibility to the assigned slip:

VESSEL OVERALL LENGTH: The boat will be measured to determine Length Over All (LOA). LOA is a point-to-point measurement from bow to stern, including all portions of the vessel and its gear (i.e., swimstep, bow pulpit, bow sprit, rails, outboard motors in the normally moored position, etc.) Moorage will be assigned, and moorage payment calculated, based on LOA. For safety reasons, the marina has instituted a “no overhang” policy for all vessels registering for moorage effective 1 June 2005. This means that, if any portion of your vessel extends past the end of the dock finger (including finger pile and pile hoop) or the walkway, then the boat is considered too long for the slip and will need to be relocated to a slip of appropriate size. Note: Inclusion of the piling and pile hoop effectively adds two (2) feet to the advertised slip length. For example, a D dock slip with 28 foot fingers can accommodate a boat with LOA up to 30 feet and still conform to this policy.

SHORE POWER SYSTEM: All shore power cords will be inspected by Marina personnel for compliance and evidence of stray current. All shore power cords shall be U.S. Coast Guard approved for marine application and be of ample size to provide power to the vessel’s electrical system. Use of adapters in the shore power connection is not authorized. Any vessel discharging stray electric current into the water or using a non-standard shore power cord will be disconnected until the problems are corrected.

SEAWORTHINESS: For safety reasons all vessels will be evaluated for general seaworthiness to determine if the vessel poses a safety hazard to the marina or other boats. Those vessels deemed not seaworthy, as determined by the marina staff, will be denied permanent moorage.

Note: This evaluation provides no guarantee of seaworthiness or absence of problems, nor does it constitute any assumption of liability for emergent problems.

Note: The Oak Harbor Marina Moorage Agreement requires: “All boats shall be kept in such operating condition that they are able to safely get under way with reasonable notice (72 hours).”

FINALIZATION OF MOORAGE CONTRACT: The contract for moorage in the Oak Harbor Marina is not finalized until successful completion of the inspections / evaluations listed above and signature of the moorage contract by the Harbormaster or his Assistant.
Pet Policies

Date of last revision: 18 September 2006

1. Pets (generally restricted to dogs and cats) are allowed in the marina.
2. Pets are not to be allowed to roam free. Dogs must be on a leash at all times when they are on marina property.
3. Pets must meet all health/immunization requirements.
4. Pets may not create a nuisance for other marina tenants.
5. The “dog walk” area between the marina office and the yacht club is the only area in which dog walking is allowed. The grassy areas immediately adjacent to the marina office and bus stop, and along the parking lot perimeter, are specifically off limits for this purpose.
6. OWNERS MUST CLEAN UP AFTER THEIR PETS. Poop-scoops are provided at no charge for that purpose. Failure to do so can result in banning of the offending animal and/or owner from the marina.
Environmental Policies

Date of last revision: 18 September 2006

Environmental policies are as prescribed in the following separate documents, and such other related documents as may be issued by the harbormaster in the future:

- Oak Harbor Marina Best Management Practices
- Oak Harbor Marina Best Management Practices – Live Aboard Addendum
- Oak Harbor Marina Moorage Agreement
- Oak Harbor Marina Municipal Code and supporting ordinances
The City of Oak Harbor and Oak Harbor Marina are committed to preserving our aquatic heritage and enhancing our environment through proper management of all activities that occur at this facility. Given this commitment, and in accordance with the Department of Ecology rules, United States Coast Guard regulations and the Federal Clean Water Act, we have established these Best Management Practices with the expectation that, with the cooperation and support of all of our Marina customers, they will help to ensure the safekeeping of our harbor and marine environment.

Marina management, and your moorage contract, require all vessel owners to adhere to the following Best Management Practices. They are common-sense procedures to ensure CLEAN BOATING and the protection of our marine heritage.

I. BILGE WATER MANAGEMENT AND USED OIL

- Discharge of contaminated bilge water is illegal. Do not discharge bilge water that is contaminated with oil, detergents, engine coolant or bilge cleaners. This discharge is toxic to marine life. Fines can be as high as $20,000 per day, per violation.
- Do not drain oil into bilge. Fit a tray underneath engine to collect drips.
- Keep bilge area as dry as possible. Inspect fluid lines regularly, and fix all fluid leaks promptly.
- Use absorbent bilge pads to soak up oil and fuel.
- Clean bilge areas after engine maintenance.
- Recycle oil and diesel properly. See attendant for access to facility.
- Dispose of gasoline properly. See staff for authorized disposal sites.
- Recycle oil filters in the container provided. See attendant for access.
- Recycle used anti-freeze. DO NOT MIX WITH OIL OR FUEL.
- Marina staff will accept bilge water for recycling.
- Do not dispose of fuels or used oil in the Marina’s dumpsters.

II. BOAT FUELING

- Do not overfill your tanks. Know their capacity, and estimate the amount of fuel you need before fueling. Do not wait for fuel to spurt out the overflow vent to indicate full.
- Slow down. Prevent that accidental spill.
- Use fuel absorbent pads when fueling. They are provided free by the fuel dock attendant.
Place a bucket, pan or absorbent pad at the fuel vent to catch accidental overflow.

Consider installing an in-line fuel/air separator.

Use of detergents, dispersants and emulsifiers is prohibited.

III. HAZARDOUS CHEMICALS, CLEANERS AND WASTES

Oak Harbor Marina staff will assist you with the proper disposal of your household (i.e., non-commercial) hazardous waste.

Hazardous or flammable chemicals / materials are not allowed to be stored in dock boxes or on the floats. Such materials stored on the vessel should be covered and secured inside secondary containment. Try not to store hazardous or flammable materials on the vessel, because of the problems they cause in case of fire or sinking vessel.

Purchase only the amount of chemicals/paints you need for the project.

Review storage of paints and solvents every six months, and properly dispose of old or unnecessary products.

Disposal of used oil, anti-freeze, paints, solvents, varnishes, gas cylinders, preservatives or batteries in the garbage is prohibited. Do not dispose of these wastes in the marina dumpsters and do not leave these wastes on the docks or in the dumpster areas without checking with Marina staff.

IV. REPAIR AND MAINTENANCE ACTIVITY

Owners may undertake minor repairs as needed to maintain their vessels’ safety, appearance and utility, subject to the following policies. New or substantial exterior work encompassing more than 25 per cent of the hull’s surface above the water line is prohibited. A privately owned and operated full service boat yard and engine repair facility are located at the south end of the Marina property. Extensive repair work and bottom cleaning must occur in a commercial and permitted boatyard or shipyard.

All self-employed boat workers and independent contractors (including divers) must register with and receive approval from the Harbormaster before beginning any work on Marina property. Contractors must provide a copy of their City of Oak Harbor business license and proof of adequate insurance as a condition for performing work in the Marina.

PAINTING AND VARNISHING

Limit the amount of open solvents or paints on dock to one gallon or less.

Always mix paints and epoxy over a tarp.

Always use a drip pan and drop cloth.

Spray painting is not allowed inside the Marina.

Use up remaining bits of paint by spreading on an old board.

Do not dispose of paints or solvents in the Marina’s dumpsters.
Contact the staff for nearest recycling and disposal locations.

SURFACE PREPARATION

◊ Use biodegradable cleansers and teak cleaners.
◊ Liberally use tarps to capture all scrapings, debris and drips.
◊ Stretch tarps between side of boat and dock when working over the water.
◊ Vacuum dust and debris every time you move the tarp, or every hour.
◊ Wherever possible, use power equipment with vacuum system.
◊ Reverse boat in slip to work on far side.
◊ Work from lighters (pontoons, small floating docks, barges or floats) is prohibited. Vessel must be rotated to allow tarping and containment on the pier or shore.
◊ If sanding dust, residue, etc., is reaching the water, you’re not doing it right!

HULL MAINTENANCE

◊ Hulls with anti-fouling bottom paint which leaves residue or color in the water may not be scrubbed in the Marina, either by divers or on boat dollies. Permitted haul-out facilities must be used. Hulls may be wiped or sponged by divers authorized to work in the marina, so long as visible paint residue (i.e., a blue or red cloud) is not created in the water.
◊ Hulls which do not have anti-fouling bottom paint may be cleaned in the water by divers authorized to work in the marina.
◊ The Marina office maintains a list of dive services that have met the criteria for performing work in the Marina. Tenants should check this list and ensure the divers they hire to perform work on their boats are authorized by the Marina to do so.
◊ On-shore washing by any means of boat hulls having anti-fouling paint is prohibited. The drains in these areas discharge directly into marina waters.
◊ The tidal grid may not be used for routine maintenance, hull cleaning or painting. It is available only for through hull work, replacement of zinxs, minor propeller and rudder maintenance, the conduct of surveys and emergency repairs. Any use must be scheduled through the Marina office.
◊ Hull cleaning and/or painting may not be done ashore on dollies or trailers located on marina property. These are defined boatyard activities, and the Marina is not a permitted boatyard.
◊ No hull work or painting is allowed on boats in hoist.
V. SPILL PREVENTION AND RESPONSE

◊ Should a spill occur on or from your vessel, immediately stop the spill or leakage at its source and contain the spill. Report the spill immediately to Marina staff. If spill occurs outside of marina hours, notify ICOM at 911.
◊ Maintain a supply of petroleum absorbent materials (spill pads, pillows, socks, etc.) on board your boat.
◊ Do not use detergents or soaps to clean up spills. Oil and detergents are toxic to fish and other marine life.
◊ Dispose of used absorbent materials by wrapping in newspaper, double wrapping in plastic, and placing in the dumpster.

VI. SOLID WASTE AND RECYCLING

◊ Dispose of all garbage in proper shore-side or guest dock receptacles.
◊ Let empty paint cans dry thoroughly before disposing in trash.
◊ Recycle aluminum cans, cardboard and newspapers in containers provided.
◊ Oak Harbor Boat Works / Adventure Marine will accept used batteries for recycling.

VII. PARKING LOT / VEHICLES

◊ Performing maintenance on vehicles in the parking lot is not allowed.
◊ Vehicle painting and engine or transmission removal are prohibited.
◊ Ensure that any vehicles you bring to the Marina parking lot do not pollute by leaking fuel, oil, anti-freeze or transmission fluid. Vehicles that leave significant amounts of these fluids in the parking lot are prohibited and may be towed at the owner’s expense.
◊ If your vehicle does foul the parking lot, you are responsible for cleanup and proper disposal.
◊ No car washing is allowed on Marina property. Use a commercial car wash facility that recycles the wash water.
◊ Remember - Parking lot runoff enters Marina waters through the storm drain system. It’s important to our water quality that we keep the parking lot clean.

VIII. SEWAGE HANDLING AND DISPOSAL: Discharge of untreated sewage anywhere within the waters of Puget Sound, including Oak Harbor Bay and Marina waters, is prohibited by law (Federal Water Pollution Control Act, 33 USC 1322; Washington State Water Pollution Control Act, Chapter 90.48 RCW, and other federal, state and local laws and regulations. Discharge of treated sewage in the waters of Oak Harbor Bay and the Marina is also specifically not allowed.
Boat sewage ("black water") shall never be discharged directly overboard in Oak Harbor Marina or Oak Harbor Bay, regardless of the type of MSD installed.

Sewage pump-out and porta-potty discharge stations are located at the fuel dock, and on board SS WATERLOO in slip F-01 (except during winter). These facilities are available free of charge, 24 hours per day, to all Marina tenants and visiting boats.

Shore-side rest rooms, showers and laundry facilities are likewise available 24 hours per day. Use shore-side facilities as often as possible.

Y-valves must be safety wired to ensure sewage flows into holding tank only.

Store sewage in holding tanks and dispose of properly at pumpout stations.

Use shore-side facilities as often as possible.

All Marina live-aboard tenants must complete a "Best Management Practices" form on which they specify the method of sewage disposal they will use to comply with black water disposal requirements.

Pet waste can be a substantial source of fecal contamination to the waters of Oak Harbor Bay. All pet waste must be promptly removed and properly disposed of in the garbage. "Poop Scoops" are provided free of charge in dispensers at the head of the dock and in the pet walking areas.

IX. GRAY WATER

We encourage the use of shore-side facilities (restrooms, showers, laundry) to reduce gray water generation.

Reduce gray water generation by minimizing the use of sinks, soaps, and detergents, and by rinsing your vessel with clean water only. If you must use soap, use more environmentally friendly soaps (no chlorine or petroleum distillates).

If gray water discharge displays turbidity, oil sheen or discoloration to the receiving water, this violates the Department of Ecology water quality standards (RCW 90.48). Example: Soap suds in the water violates this standard. Vessel owners are subject to fines and penalties when this standard is violated.

Gray water discharge from sinks, dishwasher, laundry and showers may be harmful to aquatic life within the marina, and contains bacterial in sufficient quantities to be a public health concern.

If using on board showers, boaters should contain the gray water and dispose of it at the pumpout stations.

Use sink screens or strainers, and dispose of strained waste in the garbage.

ALL HAZARDOUS WASTE MUST BE DISPOSED OF PROPERLY
USE OF DUMPSTERS IS NOT PROPER DISPOSAL OF HAZARDOUS WASTE!
Contact Marina management for more information, or call 1-800-RECYCLE
Fuel Dock Procedures and Policy

Date of last revision: 2 October 2006

Employees shall abide by the following policies and procedures regarding fueling and servicing of vessels on the Marina fuel dock:

1. Prior to an employee's involvement in fuel dock operation, he/she shall be trained in the following:
   - Walk through of fuel system, from tanks to dispensers, showing sumps, shut off valves and electrical shut offs.
   - Review of procedures for sale (cash, checks, credit cards) and writing of receipts, and fuel tax refund procedures.
   - Instruction on Veeder Root automatic tank gauging system, and meaning of associated alarms.
   - Steps to be taken in the event of fire or oil spill (From “Panic Preventer” notebook).
   - Location of spill recovery equipment.
   - Location of fire alarms and 911 phones.
   - Operation of pumpout station, including infection control procedures (gloves, antimicrobial soap, precautions).
   - Use of red cans for used fuel absorbent pads.
   - Procedures for filling of gas cans.
   - Location of first aid kit.
   - Sale of oil and additives.
   - For new employees / summer hire employees, the “New Employee / Summer Hire Briefing Agenda”, from the Accident Prevention Program and Plan, must be signed off by the employee.

2. Before a boat is fueled, the following mandatory requirements must be met:
   - Engines shut down.
   - All hatches and ports closed.
   - Galley fires, pilot lights and propane valves secured.
   - Radios and blowers off.
   - All hands not involved with fueling must disembark.
   - No smoking on the fuel dock.
   - Caution against use of cel phones while fueling.

3. Fueling will be attended by a member of marina staff at all times. No unattended fueling is allowed.

4. Provide the customer with a spill pad and request he/she not overfill to avoid fuel in the water. Ask the customer how much fuel he expects to take, and assist by monitoring the dispenser. Count out the gallons as he nears the expected number. Annotate the receipt with the amount of fuel in port / starboard tanks, as appropriate to the boat.
Contractor Operation in the Marina

Date of last revision: 18 September 2006

1. Contractors hired by marina tenants to perform work on their boats are required to
   • Register with the harbormaster.
   • Possess and present a copy of a City of Oak Harbor business license.
   • Provide proof of insurance coverage as prescribed in OHMC 6.36.071.

2. In-water hull cleaning is specifically regulated in the Marina Best Management Practices. Tenants employing divers for this work are required to ensure that dive service is on the marina list of divers authorized to perform work in the Oak Harbor Marina.

3. Contractors may perform work on a tenant’s boat in the slip assigned to that tenant, provided that all environmental laws and rules as prescribed in the Oak Harbor Marina Best Management Practices and all applicable federal, state and local laws and regulations regarding environmental compliance are complied with, and provided that these maintenance actions do not constitute a nuisance (noise, residue, etc.) to other tenants.

4. Contractors may not perform work on a tenant’s boat in any slip other than that belonging to the tenant, or a slip specifically leased to that contractor for that purpose (example: a service dock slip) except with the express permission of the harbormaster.

5. Contractors may not utilize marina slips to perform work on vessels which do not belong to marina tenants, except that, contractors may perform work on vessels belonging to marina guest moorage customers subject to the other conditions specified in this policy.
Commercial Fishing in the Marina

Date of last revision: 18 September 2006

1. Problem. The Oak Harbor Marina was constructed, and is operated, purely as a pleasure boat marina. It contains no facilities suitable for commercial fishing / crabbing operations.

- When commercial crab openings occur, the marina is often inundated with requests for moorage for crab boats that propose to moor in marina slips for the purpose of conduct daily crabbing operations, including off-loading of catch, either on the boat launching ramp / boarding dock or via marina floats and walkways.
- Because of the large number of boats, this is a particular problem during tribal crab openings.
- Mooring of multiple crab boats on the public boat launch ramp and boarding dock while catch is offloaded into buyers’ trucks is of great concern. The boarding dock was not designed for these loads, and often the commercial operation prevents use of the ramp and boarding dock for their intended purpose.
- Commercial crabbers sometimes use marina dock carts to transport bait and catch, resulting in damage from overloading and carts that are dirty and unusable until cleaned. The amount of trash generated is often prohibitive.
- Complaints from tenants about the cleanliness and smell of some of these vessels are frequent.
- To make it possible for recreational boating and commercial fishing to coexist requires much hands-on management on the part of marina staff, is labor intensive, and is a source of irritation to our customers.
- Oak Harbor Marina is required to be, and is advertised by signage as, “A marine park for use by the general public”.

Therefore, it has been practice to accommodate the commercial crabbers as space permits. The following policies apply:

1. Moorage for visiting crab boats will be assigned on an as-available basis, not to interfere with scheduled recreational boating events or permanent moorage requirements.

2. To the maximum extent possible, crab boats will be moored in vacant slips within the marina and not in guest moorage. (This will depend on time of year and need for guest moorage.)

3. F dock and the connecting walkways are the marina’s guest moorage. Therefore, crab boats moored there will be charged guest moorage rates, as would any other visiting boater. Crab boats are not to occupy Oak Harbor Yacht Club reciprocal moorage, which is slips F-48, 49, 50 and 51.
4. Crab boats assigned elsewhere in the marina will be charged the monthly rate for the size and type of slip occupied, pro rated for days the slip is occupied; however, this daily fee will be no less than $5.00 per day.

5. Crab boats will not block the public boat launch ramp and boarding dock. The boarding dock is not to be used for overnight moorage. Boats are required to limit time along side, so the boarding dock is available for everyone. Boats are not to be left unattended at the boarding dock.

6. Crab fishermen are instructed not to block the boat ramp with trucks from buyers. They are strongly encouraged to transfer their catch to buyer boats off shore if at all possible.

7. Crabbers are not to use marina dock carts to transfer catch or bait. They are required to provide their own equipment for this purpose.
Fishing Access Issues

Date of last revision: 18 September 2006

Policy: Restriction of Marina Access for Public Fishing

Reference: (a) OHMC Section 6.40.200 (5)
(b) OHMC Section 6.40.200 (6)

Issue: During the smelt season (normally early February to late March) in 2003, and again in 2004, large quantities of smelt have been present in the Oak Harbor Marina. For reasons unknown, smelt in this area have congregated in the marina to the exclusion of traditional fishing areas such as Comet Bay and La Conner. This, combined with the fact that all other locations now charge for access, has resulted in large numbers of persons other than marina tenants utilizing public access to the marina docks and floats to fish. As word has spread about the presence of smelt and the free access, the number of persons fishing has grown to the point that fishermen are intruding on permanent moorage tenants and are present in such numbers that safety has become a concern. It has become necessary, for reasons of safety for all concerned, to restrict unlimited access to the marina for the purpose of fishing. References (a) and (b) provide basis for this restriction.

Points of Concern: The following factors necessitate restriction of access for reasons of safety. They currently apply only to the impacts of the smelt fishing season, but would apply also to similar activities that might arise in the future.

- The parking lot is sometimes crowded to the point that fire lanes and thoroughfare access are impaired.
- The floats are sometimes so crowded with persons fishing that there is danger from the many hooks in the smelt jigs as they are being cast and retrieved.
- The large number of persons using the floats and head facilities, and the trash and debris they create, result in sanitation issues.
- Persons fishing often block access to walkways, dock fingers, and boats by tenants and visiting boaters. This creates a potential safety hazard.
- Persons fishing are doing so in such close proximity to moored vessels that their smelt jigs often become tangled in mooring lines, boat canvas and boat fenders. Aside from potential damage they cause, these jigs are a real safety hazard to unwitting boaters as they handle their mooring lines.
- Despite signage to the contrary, some persons fishing have not in the past respected the privacy and rights of permanent moorage tenants, and have in fact
attempted to fish from the boats themselves. This has created potential conflict between persons fishing and marina tenants.

Corrective Policy:

- In general, public fishing will at all times be restricted to the outer (west) side of the guest dock (F dock), not including the F dock walkway and the dock fingers in between the boats. (See the attached marina diagram.)

- Fishing will be specifically prohibited in all other areas of the marina, including:
  - The individual permanent moorage floats (A through E docks).
  - All of the main walkway, and the walkway connecting E and F docks, so that access in these high traffic areas is not impeded.
  - F dock walkway and dock fingers.

- Fishing will be specifically allowed only on the F dock patios (see diagram).

- Appropriate permanent signage will be put in place to support this policy.

- It is the Harbor Master's determination that the maximum number of persons that can safely fish from each of the 26 F dock patios is 104, or four per patio.

- When it becomes apparent to the Harbor Master that the number of persons using the marina for public fishing is approaching 104, the following procedures will be implemented:
  - The marina will employ the services of a gate attendant (normally from marina staff, the police reserve or a private security service).
  - The marina gate will be secured to general access.
  - This person will be responsible for verifying and admitting marina tenants, and for issuing marina fishing permits to non-tenants wishing to access the marina to fish.
  - When 104 permits have been issued, the gate attendant will admit no more persons to fish until such time as exiting fishermen surrender a permit.
  - Appropriate signage will be posted informing all concerned of the restriction of access and the reasons therefor.
Security of Marina Storage Units

Date of last revision: 18 September 2006

1. Requests for opening of storage units. Storage units shall not be opened by Staff except at the request of the tenant of record. Opening of a unit at the request of a person who is not the tenant of record shall be done only upon receipt of written or verbal permission from the tenant of record. This applies to storage units that are either known or alleged to be shared by two or more occupants. The only person who can grant permission to open the unit is the person whose name appears on the storage shed contract.

2. Sharing of storage units. Sharing of storage units by two or more tenants is acceptable only if the names of all parties involved appear on the storage shed contract.

3. Opening of storage units for maintenance. Storage units shall be opened for maintenance only when absolutely necessary, and only for as long as necessary to accomplish the work. Units shall be opened only by permanent marina employees, and only when specifically authorized by the harbormaster or assistant harbormaster. In no case are storage units to be left open and unattended. Work release, community service and summer hire personnel may have access to open storage units only under the direct, in-person supervision of a permanent marina employee, and only when absolutely necessary to accomplish specific work. Prior to commencement of any work, the supervising marina employee shall ensure that all necessary steps have been taken to prevent damage of any kind to the contents of the storage unit. When work is completed, the supervising marina employee shall inspect the unit to ensure that the contents are in place, intact and undamaged.
6.40.130 Blocking channel.

It is illegal for any person to moor a boat in a channel designated for ingress or egress from the marina. (Ord. 664 § 14, 1984).

6.40.139 Use of marina parking lot.

(1) The marina parking lot is intended to serve the following general customer categories:
   (a) Marina tenants, both liveaboard and nonliveaboard;
   (b) Guests of marina tenants;
   (c) Persons associated with marina events, i.e., guest moorage, yacht club rendezvous, Race Week, etc.;
   (d) Persons using the public boat launching ramp (usually driving trucks with attached trailers);
   (e) Persons using the public playground, barbecue pits, picnic area or volleyball courts;
   (f) Persons walking the docks during public access hours;
   (g) Vendors, mobile boat maintenance personnel, etc.

(2) The harbormaster shall have full authority to control and regulate the use of the marina parking lot. For this purpose, the harbormaster shall have the following powers and authority:
   (a) Post the parking lot with regulatory signs defining the terms and conditions for use of the parking lot by tenants and the general public;
   (b) Charge a fee for storage of vehicles, trucks, trailers, recreational vehicles, boats on trailers, trailers or other equipment in designated or authorized spaces in the marina parking lot;
   (c) Remove or cause to be removed vehicles, vessels, trailers or other personal property which interferes with the operation of the marina, or for which applicable fees for storage of such equipment have not been paid;
   (d) Issue regulations governing use and safe storage or parking at the marina parking lot.

(3) Subject to the provisions of subsections (8) and (9) of this section, the marina parking lot shall be posted to allow parking for up to 72 consecutive hours. Except for specific exceptions as noted elsewhere in this section, no vehicle or other equipment shall be left in the marina parking lot for a period in excess of 72 consecutive hours without payment of storage fees in accordance with the provisions of this section and OHMC 6.36.037. In the absence of other arrangements made with the harbormaster, vehicles or equipment left in excess of 72 hours may be towed at the owner’s expense.

(4) Any vehicle, vessel or equipment which is to remain in the marina parking lot for periods greater than 72 consecutive hours must be registered with the marina office.

(5) Any vehicle, vessel or equipment which is to be stored in the marina parking lot, either for storage in excess of 72 consecutive hours or for sale, must be marked with the owner’s name, address and telephone number. Vehicles which are not so marked will be considered abandoned, and will be subject to towing at the owner’s expense.

(6) Provided, that they are properly registered with the marina office and properly marked as to ownership as specified herein, vehicles, vessels or equipment may remain in the marina parking lot for periods greater than 72 consecutive hours under the following conditions:
   (a) Boats and/or trailers (including house trailers, boat trailers or boats on trailers) may only be stored in spaces specifically designated for this purpose along the southeast fence line; provided, a contract is properly executed and payment is made in accordance with OHMC 6.36.037.
   (b) Recreational vehicles (RVs) may only be stored in designated spaces along the southeast fence line or, for vehicles too long for these spaces, along the east ends of the storage sheds as space permits; provided a contract is properly executed and payment is made in accordance with OHMC 6.36.037. Recreational vehicles which are not in routine or regular use for the owner’s transportation, and which are in the parking lot for the primary purpose of storage, are subject to this regulation and must be registered and stored under contract.
   (c) Persons wishing to place boats and/or trailers for sale in the marina parking lot may only do so by properly registering same with the marina office, and then placing the merchandise for sale in one of five spaces specifically designated for this purpose along the northeast fence line. Equipment may so remain for up to one month in the summer (May 15th through September 30th) or up to three months during the remainder of the year.
   (d) Marina tenants, or guests of tenants, or visiting boaters may only occupy recreational vehicles in the marina parking lot for up to 14 days without charge, provided, that they are properly registered with the marina office. Otherwise, the marina parking lot is not to be used as an RV park by the general public, nor is it to be used for long-term occupancy (greater than 14 days) by any person. No hookups exist, and there is not sufficient room for this use, especially in summer.
(7) Vehicles, vessels or equipment left in the marina parking lot in violation of the provisions of this section will be processed under the provisions of OHMC 6.36.100, Trespassing.

(8) Parking or leaving of any and all vehicles, boats, trailers or equipment in the marina parking lot is subject to the concurrence and continuing permission of the harbormaster, who may direct removal of any equipment at any time, whether for cause or to accommodate special events which require the use of the entire parking lot.

(9) The entire parking lot is required and reserved for the annual Whidbey Island Race Week event, which normally takes place during either the second or third week in July. It is the obligation of all occupants of marina parking lot storage to determine the dates of this annual event, and to remove their equipment to accommodate this event. Failure to do so can result in removal and storage elsewhere at the owner's expense. (Ord. 1167 § 1, 1999).

6.40.140 Harbormaster authority.

The harbormaster shall have the authority to issue orders and/or written rules and regulations necessary for the safe and efficient operation of the marina consistent with this chapter and for the preservation and use of park and open spaces included within the marina. (Ord. 1127 § 2, 1998; Ord. 664 § 15, 1984).

6.40.150 Definitions.

The following definitions shall apply to OHMC 6.40.150 through 6.40.210:

(1) “Authorized live-aboard” is a person specifically named by the harbormaster as having permission to live aboard a specifically designated vessel moored in the marina.

(2) “Family member of a tenant” includes spouse, child, parent, grandparent or grandchild.

(3) “Harbormaster” is the person designated by the mayor to run the Oak Harbor Marina or his or her designee.

(4) “Marina” or “premises of the marina” shall mean the Oak Harbor Marina and includes those areas of the uplands and the tidelands devoted to marina activity as shown on the map attached as Exhibit One*. Excluded for purposes of this chapter are adjacent streets, sidewalks and area devoted to the Oak Harbor Yacht Club.

(5) “Moorage area” is that area of the marina designated on the map attached as Exhibit One*. It includes all docks, walkways, moorage slips, and water areas within 50 feet of these structures.

(6) “Portion of the marina” would be a distinct area of the marina such as the moorage area described above or the marina office, marina parking area, storage shed area or other distinct area of the marina.

(7) “Tenant” is a person and/or his or her spouse, having a currently valid agreement with the city, to moor a vessel at the marina, occupy a storage unit or rent a parking place. (Ord. 1167 § 1, 1999).

*Code reviser's note: Exhibit One, attached to Ordinance No. 1167, is available at the city clerk's office.

6.40.160 Exclusion after hours.

The general rule is that the marina moorage area shall be open to the public during the day but:

(1) It shall be unlawful for any person to enter or remain in the marina moorage area after it is closed for the night and before 7:00 a.m. the next day except for:

(a) Employees of the city of Oak Harbor;
(b) Lawful tenants of the marina;
(c) Invited guests of a tenant accompanied by the tenant;
(d) Authorized live-aboards;
(e) Family members of a tenant authorized by a tenant to be on the vessel during the nighttime;
(f) Persons given written permission by the harbormaster; or
(g) Occupants of a vessel in the marina guest moorage.

(2) The harbormaster may provide permission for people to be at the marina at other times than when the marina gates are open when he deems it is necessary for the safety of boats in the marina or to allow repair or salvage of boats or for such other purposes as provide the safety or welfare of the marina facility.

(3) Outside of normal business hours, which shall be posted, it is unlawful for any person to remain on or enter into the marina offices and shop area without permission.

(4) Every offense defined by this section or conduct made unlawful hereby shall constitute a gross misdemeanor and any person convicted of such crime may be punished by a fine in any sum not to exceed $5,000 or by imprisonment for a term not to exceed one year, or by both such fine and imprisonment. (Ord. 1167 § 2, 1999).

6.40.170 Exclusion of persons from the marina or portions of the marina.

(1) The harbormaster or other person designated under subsection (4) of this section may
May 30, 1996

MEMORANDUM FOR MARINA TENANTS

Subject: Use of Marina Parking Areas for Vehicle/Trailer/Equipment Storage

As you have no doubt noticed, the parking areas at the street end of our storage sheds, and the parking area along the Navy fence line, are rapidly coming to resemble a graveyard for abandoned boat trailers, boats, RV's, cars and trucks in various stages of disrepair, and even someone's camper shell, blocked up on pallets. Most of these pieces of equipment have no identification or registration. To me, and to the many of you who have commented on the junky appearance of the area, this is not an acceptable situation. The problem was particularly noticeable over the Memorial Day weekend, when our parking facilities were taxed and we could have used some of the public parking spaces which were filled with "stuff". And the current situation must be resolved prior to Race Week, which begins on July 7. Accordingly, the following policies are effective immediately:

- The designated parking areas on Marina property are intended for public access, to meet the short term parking needs of Marina tenants, and of the public as they use Marina facilities. They are not intended to solve long-term storage problems for boat trailers, campers, etc.
- Parking of any vehicle, boat or equipment on Marina grounds for a period of greater than 72 hours requires the permission of the Harbormaster.
- Any vehicle, boat or equipment occupying Marina parking on other than a short-term basis, which is defined as longer than 72 hours, must be registered with the Harbormaster.
- Any vehicles or equipment occupying Marina parking must be properly registered as required by law, and must bear permanent markings identifying the name of the current owner and phone number(s) at which he/she can be reached.
- Any vehicle, boat or equipment not registered with the Harbormaster and occupying parking on Marina grounds for a period exceeding 72 hours will be removed at the owner's expense, and the owner will be so notified.
- If ownership of a vehicle, boat, trailer or other equipment cannot reasonably be established because the item bears no registration or owner's identification, the vehicle will be removed from the premises and sold for salvage.

The policy regarding boats for sale is as follows:
• Up to ten (10) boats for sale can be parked along the fence line at any one time.

• Notify Harbormaster for authorization prior to placing boat for sale in parking lot.

• Boat may remain in place for no more than 30 days in summer (Memorial Day to Labor Day), and no more than 60 days in winter.

As you may be aware, the boat storage yard is still available for boat and/or trailer storage. That facility is operated by Oak Harbor Boat Works, 675-2659. For the City's part, I plan to mark off approximately 25 spots along the Navy fence line for trailer / boat / RV storage. These spots will be numbered and assigned in the same way as slips or storage sheds, and a monthly fee will be charged. Except for boat sales (see above), parking in the remainder of the lot will be restricted to 72 hours. In that way, we will be able to maintain control over what is stored there, and we will meet what is apparently a need which exists for trailer storage.

In any event, what is happening now is unsatisfactory. If you have a boat, car, truck, trailer, camper body, etc., along the fence line, please let me know ASAP, and mark your equipment with your name and phone number. You also need to plan on removing your equipment prior to Friday, July 5, for Race Week. Equipment not removed by that date will be towed. Equipment not identified by that date will be salvaged.

Thank you for your cooperation in maintaining the Oak Harbor Marina as a facility in which we can all take pride.

Sincerely,

David D. Williams