

Humboldt Bay Harbor, Recreation and Conservation District

Ordinance No.9 Woodley Island Marina Rules and Regulations



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**HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT**

ORDINANCE NO. 9

**THE WOODLEY ISLAND MARINA RULES
AND REGULATIONS ORDINANCE**

**AN ORDINANCE ESTABLISHING RULES, REGULATIONS AND ENFORCEMENT PROCEDURES
FOR THE WOODLEY ISLAND MARINA**

THE BOARD OF HARBOR COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT DOES HEREBY ORDAIN AS FOLLOWS:

ARTICLE I SHORT TITLE; DEFINITIONS

SECTION 1.1 SHORT TITLE

This ordinance shall be known as "The Woodley Island Marina Rules and Regulations Ordinance".

SECTION 1.2 DEFINITIONS

For the purpose of this ordinance, certain words and phrases used herein are defined as follows:

(a) "District" means the Humboldt Bay Harbor, Recreation and Conservation District.

(b) "Board" or "Board of Commissioners" shall mean the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District.

(c) "Humboldt Bay" shall mean the land and overlying waters, to the limit of tidal action, of what is commonly known as Humboldt Bay, Humboldt County, California, including the land and overlying waters of all streams and estuaries tributary thereto to the limit of tidal action.

(d) "Woodley Island Marina" shall mean the boat marina and ancillary facilities owned and operated by District located on Woodley Island and within the Eureka Channel inner reach between Woodley Island on the mainland of the City of Eureka from the most westerly point of Woodley Island east to the Eureka Samoa Bridge of State Route 255, Eureka, Humboldt County, California.

(e) "Berth" means a place assigned by the District to tie a vessel.

(f) "Float" includes any floating platform normally used for mooring or securing of vessels.

(g) "Harbor" shall mean the Woodley Island Marina under the management and control of District.

(h) "Harbor Master" shall mean the Chief Executive Officer or a designated representative of the District.

(i) "Mooring" means any weight, chain, rope, floating objects, structure or appliance used alone or together for the purposes of holding a vessel in a particular place and which is not carried on board such vessel as regular equipment when underway.

(j) "Anchoring" means attaching a vessel to the bottom or shore of Woodley Island Marina using equipment, lines, ropes, chain or cable which is carried on board such vessel as regular equipment when underway.

(k) "Sailing vessel" means a vessel propelled by sail alone.

(l) "Pier" means a structure built out into the water with piles for use as a landing place.

(m) "Berthing Permit and Rental Agreement" shall give the lessee the right to use the berth described in the rental agreement for a period of 30 days on a periodic month to month tenancy.

(n) "Slip" means a vessel's berth along side a float.

(o) "Temporary Assignment" shall mean the right to interim use of the berth described in the assignment by any vessel requesting use of the facilities for less than 30 days.

(p) "Lessee" means the legal owner, operator, or individual in possession of a vessel using a berth or slip by authority of District under a Berthing Permit and Rental Agreement or Temporary Assignment.

(q) "Vessel" includes every description of water craft used or capable of being used as a means of transportation on water, except the following: (1) a seaplane on the water; (2) a water craft specifically designed to operate on a permanent fixed course, the movement of which is restricted to or guided on such permanently fixed course by means of a mechanical device on a fixed track or arm to which the water craft is attached or by which the water craft is controlled, or by means of a mechanical device attached to the water craft itself.

(r) "Wharf area" shall mean and include pier, wharf, bulkhead, bulkhead wharf, seawall, seawall structure, embankment, thoroughfare, and other port terminal facility areas along side of which vessels may lie or which are suitable for and are to be used in the loading and unloading, assembling, distribution and handling of merchandise.

(s) "Abandoned vessel" means any vessel moored, anchored or aground at the Woodley Island Marina or other District owned dock facility in excess of 24 hours without a valid Berthing Permit and Rental Agreement or Temporary Assignment.

ARTICLE 2 AUTHORITY OF THE HARBOR MASTER

SECTION 2.1 Duties of the Harbor Master

The Harbor Master, the Eureka Police Department, Humboldt County Sheriff, United States Coast Guard, or their designated representatives shall have authority to enforce the provisions of this ordinance and all lawful regulations and laws affecting the Woodley Island Marina. It shall be the duty of the Harbor Master to:

(a) Carry out and enforce the orders of the Board, the provisions of this ordinance and all regulations and laws of the District, the waters and upland in the Woodley Island Marina.

(b) Assign moorings, anchorages or berths to vessels within the Woodley Island Marina.

(c) Execute on behalf of the District Berthing Permit and Rental Agreements and Temporary Assignments for the assignment of moorings or berths to vessels within the Woodley Island Marina.

(d) Order any vessel improperly moored, anchored or berthed, or in violation of any provision in this ordinance, to change its position to one as he shall designate or to remove the same from the Woodley Island Marina, and in the event his orders are not complied with to cause such vessel to be moved and to collect the cost thereof from such vessel lessee or owner thereof.

(e) Report promptly to the proper authorities any violation of the laws of the United States for the protection of navigation and the preservation of navigable waters or any violation of the state or local laws or regulations.

ARTICLE 3 LIABILITY OF LESSEE

Section 3.1 Assumption of Risk

Any person using the facilities within the confines of the Woodley Island Marina shall assume all risk of damage or loss to his property and the District assumes no risk on account of fire, theft, act of God, or damage of any kind to vessels within the Woodley Island Marina.

Section 3.2 District Not Liable for Loss

The District shall not be liable in any manner or for any cause whatsoever for any vessel or its contents, gear and equipment thereof, or any loss or damage thereto howsoever occasioned, storage shall be at the sole risk of Lessee.

Section 3.3 Compliance with Rules

At all times Lessee shall comply and shall obtain the compliance of Lessee's family, agents, employees business visitors and invitees of all laws, ordinances, rules and regulations, including those of the federal and state government, the City of Eureka and the District. District may remove any vessel or its contents, gear or equipment from a slip to any other slip/berth or mooring in Humboldt Bay, or to place the same in storage at Lessee's expense if in the discretion of the District it may be necessary to do so for the safety or security of the vessel or District's property or to repair District's facilities, or for any other reason in the best interests of the District, and District shall have no liability for any loss or damage resulting therefrom or for any failure to move the same.

Section 3.4 Removal of Vessel

In the event District deems it necessary to resecure or relocate a vessel for any reason, Lessee shall pay a reasonable cost or charge therefor, plus all costs and materials used therefor. District shall assume no responsibility for the safety of a vessel and shall not be liable for fire, theft, or any damage to a vessel, its equipment, or any property in or on the vessel by reason of District's decision

either to resecure the vessel or not to resecure the vessel.

Section 3.5 District Not Liable for Removal

Removal, relocation or storage of vessels as provided in this ordinance shall be without liability to the District, its employees or agents.

ARTICLE 4 BERTHING ASSIGNMENT PERMITS

Section 4.1 Berth Assignment

No person (including the owner, master, operator, or person in possession of a vessel) shall moor or anchor a vessel at or in the Woodley Island Marina without having first secured a Berthing Permit and Rental Agreement or Temporary Assignment from the Harbor Master in the form and manner provided therefor. Berth assignments shall be made from a chronological waiting list. A vacant berth assignment will be offered first to that person highest on the list for that size berth assignment and then, if refused, in sequence to those next on the list. Acceptance of a berth assignment must be indicated within five (5) days of notification by payment of rent and deposits, and execution of a berthing assignment permit and indemnity agreement, and a statement of ownership and registration.

Section 4.2 Termination of Rights

Upon expiration of the Berthing Permit and Rental Agreement or Temporary Assignment, unless extended or renewed, the Berthing Permit and all rights thereunder shall automatically cease and terminate. No Berthing Permit and Rental Agreement or Temporary Assignment shall be renewed if the holder thereof is in violation of any of the terms of this ordinance or regulations of the District or the Berthing Permit and Rental Agreement or Temporary Assignment. No Berthing Permit shall be renewed until all fees and charges due and payable to the District shall have been paid in full.

Section 4.3 Moorage Purposes Only

A berthing assignment shall authorize the holder thereof to use the moorage facilities for moorage purposes only and grants no further rights, privileges or uses. Additional or varying uses shall not be allowed except as provided in the ordinances and regulations of the District.

Section 4.4 Permits Non-Assignable

Berthing Permit and Rental Agreements or Temporary Assignments shall be non-assignable and are not transferrable. No attempted transfer or assignment, whether voluntary or involuntary, by operation of law, under legal process of proceedings, by receivership, in bankruptcy, or otherwise, and no attempted subletting thereof of any berthing assignment shall be valid or effective and shall automatically terminate any Berthing Permit and Rental Agreement or Temporary Assignment. Sale or transfer of a vessel covered by a Berthing Permit and Rental Agreement or Temporary Assignment transfers no rights or privileges inherent in the Berthing Permit and Rental Agreement or Temporary Assignment, nor guarantees the issuance of a new Berthing Permit and Rental Agreement or Temporary Assignment.

Section 4.5 Permits Issued to Individuals Only

Berthing Permit and Rental Agreement and Temporary Assignment shall be issued only with

respect to a named individual or government entity and shall be valid only in respect to that individual or government entity.

Section 4.6 Reassignment of Moorage Space

Moorage spaces may be reassigned at the discretion of the Harbor Master if an orderly administration of the Woodley Island Marina so requires. Holders of a Berthing Permit and Rental Agreement and Temporary Assignment may apply for reassignment; however, reassignment is not a right or privilege inherent in the Berthing Permit and Rental Agreement or Temporary Assignment.

Section 4.7 Temporary Reassignment of Moorage Space

Vessels to which berthing assignment permits apply may be temporarily assigned or reassigned to other berths or spaces under the control of the Harbor Master to accommodate repairs, improvements, maintenance, construction, emergencies, or when necessary in order to permit maximum efficient public utilization of the Woodley Island Marina facilities.

Section 4.8 Moorage Space May Not Be Sublet

Mooring space designated by a Berthing Permit and Rental Agreement or Temporary Assignment may not be sublet by Lessee.

Section 4.9 Revocation of Berthing Permit

Any Berthing Permit and Rental Agreement or Temporary Assignment permit may be revoked immediately by the Harbor Master if the holder thereof violates any provision of this ordinance, or any provision of the Berthing Permit and Rental Agreement and Temporary Assignment agreement.

Section 4.10 Notice of Cancellation to the District

A Berthing Permit and Rental Agreement may be cancelled by the holder thereof upon 30 days written notice to the Harbor Master.

Section 4.11 Notice to District

As a condition to the issuance of a Berthing Permit and Rental Agreement and Temporary Assignment permit, the holder thereof shall at all times keep the Harbor Master informed of his or her current mailing address, telephone number, and legal owner's address and telephone number. The holder thereof shall also notify the Harbor Master immediately upon any change of ownership of the vessel to which his Berthing Permit and Rental Agreement applies, and shall further notify the Harbor Master immediately upon vacating the moorage space assigned to the vessel. Failure to keep the Harbor Master informed as to the provisions set forth in this paragraph shall be grounds for revocation of the Berthing Permit and Rental Agreement and Temporary Assignment by District forthwith.

Section 4.12 Notice by Mail

Upon notice by certified mail, return receipt requested, or by personal service delivered to the holder of a Berthing Permit and Rental Agreement and Temporary Assignment that the Berthing Permit and Rental Agreement and Temporary Assignment has been revoked by the District pursuant to this

ordinance, and after the expiration of 3 days from the date when said notice was personally delivered or 3 days from the date that the certified mail was deposited with the United States Post Office, the harbor Master may remove any vessel or other personal property left by the holder thereof upon the District's properties and dispose of the same in such manner as the District may deem proper.

Section 4.13 Refusal of Moorage

District shall have the right at all times to refuse moorage or to refuse to issue a Berthing Permit and Rental Agreement and Temporary Assignment to any vessel that may be in the opinion of the Harbor Master to be unsightly, unseaworthy, improperly maintained, or that may present a danger to District's property or other vessels.

ARTICLE 5 MOORAGE RATES AND USE

Section 5.1 Moorage Rates

Moorage rates and charges for Berthing Permit and Rental Agreement and Temporary Assignment Permit shall be adopted by resolution of the Board of Commissioners.

Section 5.2 Payment of Moorage Rates

(a) Payment of Moorage Rates by Month to Month Tenants, Late Charges and Interest.

All moorage fees and other charges are payable in full at the time of issuance by District of the Berthing Permit and Rental Agreement and the Temporary Assignment Permit. All moorage fees and charges for use of a slip in excess of 30 days shall be payable at the time of issuance of the Berthing Permit and Rental Agreement by District, or within 10 days of billing by District. Failure of a month-to-month tenant to pay moorage fees and other charges or failure to pay charges within 10 days of the date of mailing shall be in violation of this ordinance. If a month-to-month tenant fails to pay all moorage fees and charges due within 10 days from the date of billing, tenant shall pay District a late penalty charge each month as follows: if the tenant's balance is \$.01 to \$50.00, the late penalty charge is \$5.00 per month; if the tenant's balance is \$50.01 to \$100.00, the late penalty charges is \$10.00 per month; and if the tenant's balance is in excess of \$100.01, the late charge penalty is \$15.00 per month. Late penalty charges are assessed if the moorage fees and charges are not paid within 10 days of the date of billing. Past due accounts (accounts not paid within 10 days from the date of the monthly billing) in addition to the late penalty charges shall have interest accrued on the unpaid balance at 1% per month.

(b) Payment to Moorage Rates by Annual Yearly Lease Tenants, Late Charges and Interest.

All moorage fees and other charges are payable in full at the time of issuance by District of the Berthing Permit and Rental Agreement and the Temporary Assignment Permit. All moorage fees and charges for use of a slip by yearly lease tenants shall be payable at the time of the issuance of the Berthing Permit and Rental Agreement by District, or within 20 days of billing by District. Failure of a yearly lease tenant to pay moorage fees and other charges or failure to pay charges within 20 days of the date of billing shall be a violation of this ordinance. If a yearly lease tenant fails to pay all moorage fees and charges due within 20 days from the date of billing, tenant shall pay to District a late penalty charge each month as follows: if the tenant's balance is \$.01 to \$50.00, the late penalty charge is \$5.00 per month; if the tenant's balance is \$50.01 to \$100.00, the late penalty charge is \$10.00 per month; If the tenant's balance is in excess of \$100.01, the late charge penalty is \$15.00 per month. Late penalty

charges are assessed if the moorage fees and charges are not paid within 20 days of the date of billing. Past due accounts (accounts not paid within 20 days by yearly lease tenants from the date of the monthly billing) in addition to the late penalty charges shall have interest accrued on the unpaid balance at 1% per month.

Section 5.3 Security Deposit

District shall charge in addition to the above for a Berthing Permit and Rental Agreement a security deposit which shall be a sum equal to one month's rental charge.

Section 5.4 Change of Moorage Rates

District shall have the right to change or increase the moorage rates for a Berthing Permit and Rental Agreement for a slip by giving lessee 30 days oral or written notice.

Section 5.5 Exclusive Possession

District may issue a Berthing Permit and Rental Agreement to a lessee for exclusive possession or use of such berth in a sum per foot, based upon the length of the slip used, length of lessee's vessel, or combined length of vessels, whichever is greater. In the event lessee's use is based upon a monthly rental for exclusive use or possession of such berth, District may not sublet the use of the slip to others so long as lessee is not in default in any of the terms of the Berthing Permit and Rental Agreement or any law or ordinance, except in case of emergency.

Section 5.6 Non-Exclusive Possession

District may issue a Berthing Permit and Rental Agreement for non-exclusive possession or use of such berth in a sum per foot, based upon the length of the slip used, length of lessee's vessel, or combined length of vessels, whichever is greater. In the event lessee's use is based upon a monthly rental for non-exclusive use, possession of the slip is for non-exclusive possession or use of such berth. Non-exclusive possession or use of the slip or berth means a right to the use of specific slip or berth when such specific slip or berth is also used intermittently by others, even though such possession or right to use such slip or berth is paramount to any use by others. District reserves the right to assign to others the right to use such facility when lessee's use is based upon non-exclusive use. In the event lessee's use is based upon non-exclusive use as provided for in the Berthing Permit and Rental Agreement, and lessee's vessel will be absent from a slip for a stated period of time of 5 days or more, District may, at its sole option, allow use of sublet of the slip by another vessel for such stated period and District may, in its sole and absolute discretion, collect moorage fees from another vessel and lessee shall receive no credit or reimbursement from District. Prior to lessee's vessel departure from the slip for a stated period of 5 days or more, Lessee shall notify District of the vessel's intended schedule and the District shall have the right to rent the slip to other vessels, including but not limited to transient vessels during lessee's absence. District shall be under no obligation to have the slip clear for lessee prior to the intended estimated time of arrival unless lessee notifies the District at least 24 hours in advance of its arrival.

Section 5.7 Receipts

The Harbor Master shall prepare and sign all receipts in triplicate of all moneys paid as rentals or otherwise, giving the original receipts to the payers, delivering one carbon copy to the Treasurer of the

District, and keeping one carbon copy on file in the District's records. The Harbor Master shall be subject to such further rules and regulations as may be provided by the Board of Commissioners by resolution or motion.

ARTICLE 6 RULES AND REGULATIONS

Section 6.1 Tampering With or Boarding Vessels

It shall be unlawful for any person to wilfully injure, break, remove or tamper with any part of any vessel in the Woodley Island Marina, any waterway or facility thereof, or to climb into or upon any vessel without the consent of the owner unless in the performance of official duties or to protect life or property.

Section 6.2 Hours of Darkness

During hours of darkness, a lessee, boat owner, crew member, their guests and invitees shall be the only persons allowed in the dock area. All other persons shall be considered trespassers. It shall be unlawful for any person other than a lessee, boat owner, crew member, their guests and invitees to go upon the dock area during hours of darkness except as permitted by the Harbor Master.

Section 6.3 Minors in Harbor

It shall be unlawful for any person under the age of 13 years to go, remain, or be upon any of the gangways, floats or vessels in the Woodley Island Marina unless such person is accompanied by an adult, or unless such person has the written permission of the owner of any vessel located at the Woodley Island Marina to go upon such vessel, or unless such person has permission of the Harbor Master.

Section 6.4 Use of Vessels as a Residence

No vessel moored or berthed within the Woodley Island Marina shall be used as a place of residence and no person shall use the same as place or residence except the holder of a Live Aboard Permit issued by the District as provided in Article 10 hereafter. Living aboard or overnight occupancy of any vessel in the Harbor for more than 3 consecutive nights on the vessel by any person or persons at any time is strictly prohibited, except the holder of Live Aboard Permit issued by the District as provided in Article 10 hereafter. No vessel shall be used as a residence, except a transient vessel occupying a berth under a temporary assignment for less than (30) days or the holder of Live Aboard Permit issued by the District as provided in Article 10 hereafter. For the purpose of this regulation, any vessel used as an overnight accommodation for 1 or more persons in excess of 3 nights in any 7 day period shall be considered a residence.

Section 6.5 Refuse

(a) No persons shall throw, discharge, or deposit from any vessel or from the shore or float, or in any other manner any refuse matter, human waste, fish parts, bilge water, or garbage of any kind whatsoever into or upon the water of the Harbor or in, on or upon the banks, walls, sidewalks, parking area, or any waters within the boundaries of the Harbor.

(b) No person shall dump or discharge oil, spirits, inflammable liquid or contaminated bilge

water into the Harbor. All garbage shall be deposited in receptacles furnished by the District.

(c) No person on board any vessel moored in the Harbor shall use the sanitary facilities, toilet, sinks on board such vessel unless it is equipped with a marine sanitary device or other approved device for sewage disposal that is in proper working order.

(d) No person shall place or leave dead animals, fish, shellfish, bait, or other putrefying matter on or along seawalls, harbor structures, floats, piers, sidewalks, or parking areas of the Harbor, or throw or deposit such materials in the waters of such area.

(e) Pets shall not be allowed to commit any nuisance within the Harbor and the owners of said pets shall be responsible for cleaning up any nuisance or mess left by said pet. Dogs shall not be allowed on any dock, pier, or on the Harbor grounds except while on a leash, accompanied by its owner and going to and from a motor vehicle and vessel. Cats or other pets shall not be allowed on any dock, pier or on the Harbor grounds except while on a leash or transported manually and accompanied by its owner.

(f) Bulk fueling of any vessel in the Marina is prohibited.

(g) The use of AC-DC battery chargers within the Marina is prohibited and no person shall use AC-DC battery chargers within the Marina.

Section 6.6 Wharves, Floats and Piers

(a) All vessels must be secured so that no part, including bow sprit, boom, boomkin, or equipment shall block any portion of the walkways.

(b) A vessel may extend beyond the fairway end of the slip if, in the discretion of the District, does not create a navigational hazard.

(c) Walkways and fingers may not be obstructed in any manner except for a landing step as hereinafter provided. Landing steps must be of the floatable kind, not used for storage and shall not be more than one-half the width of the finger. When not in use, landing steps shall be kept on board the vessel.

(d) No tires, ropes, canvas or other materials shall be nailed or attached to finger piers, docks, and piles without the written approval of the District. Dock lockers or similar dock storage is prohibited. Only floatable type fenders are permitted within the marina. Vehicle tires are specifically prohibited.

(e) Major repairs or servicing of a vessel in the Marina are prohibited except upon the prior written authorization of the District. Vessel maintenance work shall be limited to that required to maintain a vessel seaworthy and in operable condition. No person shall obstruct piers and access to fingers with tools and equipment used for minor maintenance and repair.

(f) No person shall engage in exterior power spray painting in the Marina. The sanding of surfaces shall be by hand or small power sander only within the Marina and all persons sanding surfaces shall control all sand, paint and dust and keep the same out of the waters of the Marina.

(g) No person shall display on any vessel a "For Sale" sign in excess of 150 square inches on the face.

(h) At such time as it may become necessary to perform work on board a vessel involving use of welding or burning equipment, every person intending to engage in welding or burning on board a vessel shall notify the District of the nature and extent of the proposed work, the workman or company doing the work and the date and time the work shall be performed. This notification shall be given to the District prior to the start of work and whenever practical at least one day before the work is to be performed. All such work of welding or burning shall be performed only at the Marina work dock. No person shall engage in welding or burning on board a vessel in any location in the Marina other than the Marina work dock.

(i) Mooring lines shall be provided by the permittee or lessee using a slip and shall be of sufficient number, strength and size to insure that vessels remain securely moored under all conditions. Any mooring lines provided by the District to secure any vessel shall be charged to the vessel, owner and lessee at a reasonable value thereof, plus installation costs.

Section 6.7 Uses Prohibited

(a) No business or commercial enterprise, including charters and vessels carrying passengers for hire, shall be conducted in the marina except under special permit of the District and upon payment of such rates as may be adopted by the District.

(b) No brokers, peddlers, agents or solicitations shall be permitted in the Harbor except upon the prior written consent of the District.

(c) No person shall enter upon the premises known as the Wildlife Habitat Area and enclosed by fences where signs forbidding trespass are displayed except by written permit from the District or the California Department of Fish and Game.

Section 6.8 Crews and Guests

Owners of vessels and a lessee of the Berthing Permit and Rental Agreement and persons in possession of vessels are responsible for crews and guests aboard a vessel for compliance with all rules, regulations and provisions of the Berthing Permit and Rental Agreement and Temporary Assignment while in the harbor.

Section 6.9 Documentation or Registration

All vessels required to be either documented with the United States Government or registered with the state must remain currently documented or registered to retain a berth assignment.

Section 6.10 Fishing and Swimming

(a) No person shall engage in fishing from the Marina walkways, fingers or floats.

(b) Recreational swimming in the Marina is prohibited. Diver maintenance of a vessel is permitted only after notification given by the owner or lessee of a vessel first notifying the District. All diver maintenance of vessels shall provide for a tender in attendance and display of a diving flag.

Section 6.11 Speed in Marina

(a) Speed within the main channel of the Marina shall be limited to five (5) nautical miles per hour or less.

(b) Speed between piers and mooring areas shall be limited to no wake.

(c) Vessels under way within the marina limits shall be for the purpose of mooring, entering or leaving a berth. Cruising between piers is strictly prohibited.

(d) All persons operating a vessel in the Woodley Island Marina shall be liable for all property damage, bodily injury or death caused by the wake of the vessel.

ARTICLE 7 PARKING AND VEHICLE CODE REGULATIONS

Section 7.1 Authority

The following regulations are adopted pursuant to Section 21113 of the California Vehicle Code and shall apply to the Woodley Island Marina parking area.

Section 7.2 Obstruction of Traffic

No vehicle shall be parked so as to obstruct the road, driveway, gate or other public access.

Section 7.3 Bicycles and Motorcycles

Bicycles and motorcycles and motor driven cycles are subject to all requirements of this article and shall not be permitted on any pier or any float except when manually transported to or from a vessel occupying a berth in the marina.

Section 7.4 Parking of Vehicles

A lessee may park one motor vehicle only in the Marina parking area as designated by the Harbor Master. The District reserves the right to regulate all parking of motor vehicles, including guests and invitees of lessee. The use by lessee of the District's parking area shall be as a licensee only. The District may require a lessee to display a District vessel lessee's decal on lessee's vehicle while on the Marina premises.

Section 7.5 Overnight Parking of Vehicles

No overnight parking of vehicles of any kind shall be permitted except under the provisions of a permit issued by the Harbor Master. The Harbor Master may issue a parking permit for a vehicle listed on the permit statement up to a maximum of one vehicle for each lessee.

Section 7.6 Dry Storage of Trailers and/or Trailered Boats

Designated areas of land may be used for storage of boat trailers, trailered boats, or recreational vehicles as approved by the Harbor Master, upon payment of fees as designated by motion

or resolution of the Board of Commissioners. Storage of these vehicles shall be prohibited except in areas designated for such use by the District and after issuance of a permit by the Harbor Master.

Section 7.7 Regulation of Parking

The District reserves the right to regulate parking of motor vehicles and to require parking stickers. All vehicles left unattended or illegally parked shall be towed away at owner's or lessee's expense.

Section 7.8 Prohibited Parking Areas

No person shall park a vehicle upon or adjacent to the Highway 255 interchange, the entrance road to the Marina known as Startare Drive, or in any location in the Woodley Island Marina wherein parking is prohibited by signs.

ARTICLE 8 DEFAULT

Section 8.1 Termination of Permits

In the event of any default by lessee in the payment of rent or lessee's other obligations as set forth in the Berthing Permit and Rental Agreement or Temporary Assignment, or lessee's other obligations hereunder, as set forth in this ordinance, the District may forthwith terminate the lessee's Berthing Permit and Rental Agreement or Temporary Assignment and lessee's rights thereunder without further notice, in which event lessee shall promptly surrender the premises, remove the vessel and pay the District all sums to which the District may be entitled, including damages, damage to District's property, reasonable attorney's fees or other expenses for liability incurred by the District by reason of any such default.

Section 8.2 Re-entry by District

As an additional remedy to the District as that set forth in paragraph 8.1 above, for any such default by lessee, the District may without terminating the Berthing Permit and Rental Agreement and Temporary Assignment, re-enter the slip and take possession thereof. Provided, however, that no such re-entry shall be construed as an election to terminate unless written notice to this effect is given by the District to lessee and the District may remove all persons on the vessel and property therefrom, transfer such property or vessel to a public warehouse, anchorage or elsewhere at the expense of lessee and relet the premises for the account of lessee. In this event, lessee shall be responsible and liable to the District for all costs of re-entry, repossession, handling, storage and anchorage charges, attorney's fees, marshal or sheriff's fees, advertising, and any other costs or expense to the District incurred by the District by reason of any default hereunder by lessee or by reason of the District exercising any of its rights hereunder.

Section 8.3 Lessee's Failure to Comply

In the event the Board of Commissioner of the District determines that lessee has failed to comply with the terms and provisions of the Berthing Permit and Rental Agreement or Temporary Assignment or with the ordinances, rules and regulations promulgated by the District, for the safety of District's marina, the Berthing Permit and Rental Agreement and Temporary Assignment may be terminated forthwith by the District and upon being so notified in writing by the District, lessee shall

immediately remove his vessel from the assigned berth and out of and away from District's marina facilities.

ARTICLE 9 ENFORCEMENT

Section 9.1 Violation of Ordinance

The Harbor Master or his designated representative shall have full authority to enforce the provisions of this ordinance and to issue citations for violations of any provision of this ordinance.

Section 9.2 Violation a Misdemeanor

Any person violating any provision of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$500.00 per offense, or by imprisonment in the county jail for a period not to exceed six months, or both such fine and imprisonment. Each day any person is in violation of the provisions of this ordinance shall constitute a separate offense punishable as provided herein.

ARTICLE 10 LIVE ABOARD PERMIT AND USE OF VESSEL AS A RESIDENCE

Section 10.1 This article shall regulate persons living upon vessels within the Woodley Island Marina.

Section 10.2 Living Aboard Vessel Prohibited Except As Provided for Herein.

Article 6, Section 6.4 is incorporated herein and made a part hereof as if fully set forth.

Section 10.3 Application for Live Aboard Permit

(a) Any non-transient commercial or recreational vessel leasing a berth for a period of 30 days or more shall be required to make application to the District for an annual Live Aboard Permit prior to persons residing or living aboard a vessel.

(b) The application shall identify the persons who shall live aboard the vessel.

Section 10.4 Live Aboard Permit

(a) Upon the filing of an application for live aboard, an inspection of the vessel shall be made by the District to determine vessel suitability for live aboard.

(b) Live aboard vessels shall be in a seaworthy (ocean cruising) condition and of a design suitable for recreational or commercial operation on the waters of the Pacific Ocean. Live aboard permits shall not be granted for vessels such as houseboats, barges, floating homes, or other vessels not designed for or safely capable of navigating open waters.

(c) Each live aboard vessel shall comply with all local, federal and State of California laws, rules and regulations, including those pertaining to navigational, marine sanitation devices, and safety equipment. No vessel shall at any time discharge untreated sewage or waste water into the waters of Humboldt Bay in violation of existing law. Live aboard vessels in the Woodley Island Marina equipped

with holding tanks shall deposit all sewage and waste water into the sewage pumping system provided by District.

(d) Pets shall not be allowed to commit any nuisance within the Harbor and the owners of said pets shall be responsible for cleaning up any nuisance or mess left by said pet. Dogs shall not be allowed on any dock, pier or on the Harbor grounds except while on leash or transported manually and accompanied by its owner and going to and from a motor vehicle and a vessel. Dogs, cats and other pets are prohibited at all times on any vessel holding a Live Aboard Permit. Any person or vessel holding a Live Aboard Permit shall remove all dogs, cats and other pets from the vessel.

(e) Vessels holding a Live Aboard Permit shall be inspected upon reasonable notice by the District at any time to determine if the vessel complies with all local, federal, State of California or District laws, rules and regulations.

(f) The location of the live aboard vessel berthed assigned shall be designated by the District and shall be at the convenience of the Marina.

(g) The number of permitted live aboard vessels shall not exceed twenty-four (24) in the Woodley Island Marina.

(h) Only the registered owner of the vessel, the registered owner's family and crew members and employees of the owner shall be allowed to live on permitted vessels to the numerical limit set by the District.

(i) Vessels shall not be leased or rented to third parties for the purpose of residency. Any transfer, assignment or subletting of the Live Aboard Permit without the written consent of the District is prohibited.

(j) No appurtenances, structures, or writing shall be placed on the exterior of a permitted live aboard vessel without the written permission of the District.

(k) Holders of Live Aboard Permits shall agree to enhance Woodley Island Marina security and surveillance assistance to District by calling attention to District attendant or staff damage to any vessels on pier, unauthorized persons visiting piers, or possible violations of law.

(l) That upon a finding by District that the applicant complies with the provisions of this Ordinance and upon applicant executing a Live Aboard Permit Agreement, District may issue an annual permit for live aboard upon a vessel. District may at any time forthwith terminate the Live Aboard Permit Agreement or live aboard status of a vessel for cause, non-compliance with the conditions of this Ordinance or the Live Aboard Permit Agreement or by giving thirty (30) days written notice of termination to the Permittee/Lessee.

(m) the District shall have the right in the Live Aboard Permit to limit the maximum number of persons living aboard a vessel.

Section 10.5 Fees and Charges For Live Aboard Vessels

(a) The applicant for a Live Aboard Permit shall pay to District an initial application and inspection fee of Fifteen (\$15.00) Dollars.

(b) (1) For the first two (2) persons living aboard, a fee of One Dollar and thirty cents (\$1.30) per foot per month based upon the length of the slip used, length of vessel, or combined length of vessels, whichever is greater when all of the rent is paid in advance on an annual basis. For the first two (2) persons living aboard, a fee of One dollar and fifty cents (\$1.50) per foot per month based upon the length of slip used, length of vessel, or combined length of vessels, whichever is greater when the rental is paid on a monthly basis.

(2) For each additional person over the age of twelve (12) years, an additional fee of twenty-five cents (\$0.25) per foot per month based upon the length of slip used, length of vessel, or combined length of vessels, whichever is greater.

(c) That the fees and charges set forth in this Section 10.5 shall apply to those persons living aboard vessels on or after September 1, 1981, and for which a Live Aboard Permit is issued thereafter.

(d) That the rates, charges and fees for live aboard moorage as provided for in this Article 10 shall be modified, altered or changed upon Amendment to this Ordinance or resolution of the Board of Commissioners.

ARTICLE 11 STORAGE ON WOODLEY ISLAND

SECTION 1.0 THIS ARTICLE SHALL REGULATE THE STORAGE OF MARINE SUPPLIES AND EQUIPMENT ON WOODLEY ISLAND.

SECTION 1.1 Storage of Marine Supplies and Equipment Prohibited Except As Provided for Herein.

SECTION 1.2 Definitions

(a) "Lessee" means the legal owner, operator, or individual in possession of a properly executed Berthing Permit and Rental Agreement or Temporary Assignment using a berth or slip by authority of District.

(b) "Storage Permit and Rental Agreement" shall give the Lessee the right to use the storage area described in the Storage Permit and Rental Agreement for a period of not less than thirty (30) days on a periodic month to month tenancy.

(c) "Temporary Assignment for Storage" shall give the Lessee the right to interim use of the storage area described in the Temporary Assignment of Storage agreement by any Lessee requesting use of the facilities for a period of one (1) day to a maximum of fourteen (14) days.

(d) "Storage Area" shall mean the paved area of Woodley Island at the most extreme northwestern point, surrounded by a chain link fence.

(e) "Work Yard" shall mean the paved area of Woodley Island along the north side of the work dock and west of the Maintenance building, surrounded by a chain link fence.

Section 2.0 DUTIES OF THE HARBOR MASTER

Section 2.1 It shall be the duty of the Harbor Master to:

(a) Carry out and enforce the orders of the Board, the provisions of this ordinance and all regulations and laws of the District, the waters and uplands in the Woodley Island Marina.

(b) Assign Storage Permit and Rental Agreements and Temporary Assignment of Storage to Lessees within the Woodley Island Marina.

(c) Execute on behalf of the District Storage Permit and Rental Agreements and Temporary Assignment for Storage for the assignment of storage within the Woodley Island Marina.

(d) Order any Lessee improperly using storage or in violation of any provision in this ordinance, to change its position to one as shall be designated by the Harbor Master or to remove the same from the Woodley Island Marina, and in the event the Harbor Master's orders are not complied with, to cause such storage items to be moved and/or removed, and to collect the cost thereof from the Lessee.

Section 3.0 LIABILITY OF LESSEE

Section 3.1 Assumption of Risk

Any person using the facilities within the confines of the Woodley Island Marina shall assume all risk of damage or loss to his/her property and the District assumes no risk on account of fire, theft, act of God, or damage of any kind to any items stored within the Woodley Island Marina.

Section 3.2 Hold Harmless

Lessee covenants and agrees to indemnify and save harmless the District, its Board of Commissioners, its Harbor Master, employees and representatives, against any and all damages to property or injuries or death of any person or persons arising from Lessee's use of the District's facilities, or from intentional, careless, or negligent acts of conduct (or failure to act) of Lessee or his agents, employees, guests or representatives, and to further defend, indemnify and save harmless the District, its Board of Commissioners, its Harbor Master, employees and representatives, against any and all claims, actions, proceeding, expenses and liabilities whatsoever arising therefrom or connected therewith.

Section 3.3 District Not Liable for Loss

The District shall not be liable in any manner or for any cause whatsoever for any supplies and equipment thereof, or any loss or damage thereto howsoever occasioned, storage shall be at the sole risk of Lessee.

Section 3.4 Damage to District Property

Lessee agrees to pay, on demand of District, for all damage done to District's property or facilities by Lessee or the items stored, or by Lessee's agents, employees or representatives.

Section 3.5 Risk of Lessee

This Storage Permit and Rental Agreement is for rental of space only, such space to be used at the sole risk of Lessee and neither the District nor the Board of Commissioners, its Harbor Master,

employees or representatives, shall be responsible or liable to any extent or in any manner for the care or protection of the items, gear, equipment, or contents, or for any loss or damage of whatever kind or nature to said items, gear, equipment, or contents howsoever caused or occasioned. Lessee hereby releases the District from all claims and causes of action therefore that exist or may arise in the future.

Section 3.6 District Non-Responsibility

The District shall not be liable in any manner or for any cause whatsoever for Lessee's space or its contents, gear and equipment thereof, or any loss or damage thereto howsoever occasioned any use of District facilities, including storage and shall be at the sole risk of Lessee. Lessee acknowledges and agrees that the District has made and makes no warranties or representations, either expressed or implied, with respect to the present or future suitability or condition of District storage areas, facilities, walks, ramps, equipment, building, premises or other property under the control of the District. Lessee understands that District premises and facilities are located on lands owned by the District and Lessee agrees to indemnify and hold harmless the District, the Economic Development Administration, the California Department of Boating and Waterways and their respective officers, agents and employees from against all claims, demands, liability, damage and loss including attorney's fees actually incurred for injuries or death to persons, or property (including the District) by reason of any matter, act, failure to act or omission arising out of or relating to the operation, use or possession of Lessee's items, this space, or District premises or facilities, or parcel leased by Lessee, Lessee's family, agents, employees, business visitors or invitees occurring at any time during the existence of this Agreement.

Section 3.7 Indemnification

District does not hereby assume custody or possession of the items nor any responsibility whatsoever for the care or protection of same. Rather, Lessee hereby assumes all risks associated with the use and occupancy of the space and agrees that District, its Directors, officers, agents and employees shall not be liable for any injury, including death, to any person caused by any use or occupancy of the space or arising from any accident or fire or other casualty therein or thereabout or from any other cause whatsoever, nor shall District, its Directors, officers, agents or employees be liable for any loss of or damage to any gear, equipment, fittings, fixtures, contents and other articles belonging to Lessee or located in or about the space or the marina. Lessee hereby agrees to indemnify and hold District, its Directors, officers, agents and employees harmless from all liability for any such injury, loss, damage or claim, including, without limitation, reasonable attorney's fees and court costs.

Section 3.8 Permits Issued to Individuals Only

Storage Permit and Rental Agreement and Temporary Assignment for Storage shall be issued only with respect to a named individual or government entity and shall be valid only in respect to that individual or government entity.

Section 3.9 Assignment and Subletting

Lessee shall have no right or power whatsoever to assign this Storage Permit and Rental Agreement or sublet the space or any part thereof to any person or party whatsoever or for use by any other person or party whatsoever. No attempted transfer or assignment, whether voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy, or otherwise, and no attempted subletting, shall be valid or effective, but shall automatically terminate this Storage Permit and Rental Agreement.

Section 3.10 Notice to District

As a condition to the issuance of a Storage Permit and Rental Agreement and Temporary Assignment for Storage, the Lessee thereof shall at all times keep the Harbor Master informed of his/her current mailing address, telephone numbers, along with any additional emergency telephone numbers. The Lessee thereof shall also notify the Harbor Master immediately upon any change of ownership of items to which his/her Storage Permit and Rental Agreement or Temporary Assignment for Storage applies, and further agrees to ensure that items transferred or sold shall be removed from the facility, and shall further notify the Harbor Master immediately upon vacating the storage space assigned to the individual. Failure to keep the Harbor Master informed as to the provisions set forth in this paragraph shall be grounds for revocation of the Storage Permit and Rental Agreement and Temporary Assignment for Storage by District forthwith.

Section 3.11 Storage Assignment

(a) The location of the storage space shall be designated by the District and shall be at the convenience of the Marina.

(b) No person shall store items at or in the Woodley Island Marina without having first secured a Storage Permit and Rental Agreement or Temporary Assignment for Storage from the Harbor Master in the form and manner provided therefor. Storage assignments shall be made from a chronological waiting list. A vacant storage assignment will be offered first to that person highest on the list for that size storage assignment and then, if refused, in sequence to those next on the list. Acceptance of a storage assignment must be indicated within five (5) days of notification by payment of rent and deposits, and execution of a Storage Permit and Rental Agreement or Temporary Assignment for Storage.

Section 3.12 Storage Purposes Only

(a) A Storage Permit and Rental Agreement shall authorize the Lessee thereof to use the designated storage area at the Woodley Island Marina for storage purposes only and also authorizes the Lessee use of the work yard area for a maximum of three (3) days per calendar month at no additional cost for the purpose of storing, repairing or servicing of equipment. Any additional days spent in the work yard shall require a Temporary Assignment for Storage. District grants no further rights, privileges or uses. Additional or varying uses shall not be allowed except as provided in the ordinances and regulations of the District or under written authority by District.

(b) A Temporary Assignment for Storage shall authorize the Lessee thereof to use the designated work yard at the Woodley Island Marina for a period of one (1) day to a maximum of fourteen (14) days for temporary storage, repairs or servicing of equipment.

Section 3.13 Abandoned Property

All items will be considered abandoned when left on Woodley Island without a properly executed Storage Permit and Rental Agreement or Temporary Assignment for Storage or when left after termination of Storage Permit and Rental Agreement or Temporary Assignment for Storage for more than twenty four (24) hours. In the event items are deemed abandoned, District shall post a thirty (30) day notice of intent to remove, sale, scrap or destroy such items at the expiration of the thirty (30) days. If

items are claimed within the thirty (30) days, owner shall pay the District for all temporary storage, relocation, and resecuring of the items plus all costs associated with the temporary storage of said items. If items are claimed but fees are not paid, items will still be considered abandoned. If items are not claimed within the thirty (30) days they shall become property of the District and District shall have the right to remove, sale, scrap or destroy such items.

Section 3.14 Permits Non-Assignable

Storage Permit and Rental Agreements or Temporary Assignment for Storage shall be non-assignable and are not transferrable. No attempted transfer or assignment, whether voluntary or involuntary, by operation of law, under legal process of proceedings, by receivership, in bankruptcy, or otherwise, and no attempted subletting thereof of any storage assignment shall be valid or effective and shall automatically terminate any Storage Permit and Rental Agreement or Temporary Assignment for Storage. Sale or transfer of any supplies and equipment covered by a Storage Permit and Rental Agreement or Temporary Assignment for Storage transfers no rights or privileges inherent in the Storage Permit and Rental Agreement or Temporary Assignment for Storage, nor guarantees the issuance of a new Storage Permit and Rental Agreement or Temporary Assignment for Storage.

Section 3.15 Sale of Items

Any sale or transfer of legal title in and to the items shall serve as an automatic termination of this Storage Permit and Rental Agreement and all rights of Lessee.

Section 3.16 Reassignment of Storage Space

Storage spaces may be reassigned at the discretion of the Harbor Master if an orderly administration of the Woodley Island Marina so requires. Holders of a Storage Permit and Rental Agreement and Temporary Assignment for Storage may apply for reassignment. However, reassignment is not a right or privilege inherent in the Storage Permit and Rental Agreement or Temporary Assignment for Storage.

Section 3.17 Temporary Reassignment of Storage Space

Items to which a Storage Permit and Rental Agreement or Temporary Assignment for Storage apply may be temporarily assigned or reassigned to other areas or spaces under the control of the Harbor Master to accommodate repairs, improvements, maintenance, construction, emergencies, or when necessary in order to permit maximum efficient public utilization of the Woodley Island Marina facilities.

Section 3.18 Storage Space May Not Be Sublet

Storage space designated by a Storage Permit and Rental Agreement or Temporary Assignment for Storage may not be sublet by Lessee.

Section 3.19 Notice of Cancellation to the District

A Storage Permit and Rental Agreement may be cancelled by the holder thereof upon thirty (30) days written notice to the Harbor Master. All items stored under the provisions of the Storage Permit and Rental Agreement shall be removed from the facility within the thirty (30) days.

Section 3.20 Failure to Comply, Revocation and Termination

If the Board of Commissioners or its Harbor Master determines that Lessee has failed to comply with the terms and provisions of the Storage Permit and Rental Agreement or Temporary Assignment for Storage or with the ordinances, rules and regulations promulgated from time to time by the District, for the safety of District's Marina, the Storage Permit and Rental Agreement or Temporary Assignment for Storage may be terminated forthwith by the District and upon being so notified in writing by the District, Lessee shall immediately remove all items from the assigned space and out of and away from District's facilities.

Section 3.21 Refusal of Storage

District shall have the right at all times to refuse storage or to refuse to issue a Storage Permit and Rental Agreement and Temporary Assignment for Storage to any individual.

Section 3.22 Notice by Mail

Upon notice by certified mail, return receipt requested, or by personal service delivered to the Lessee of a Storage Permit and Rental Agreement and Temporary Assignment for Storage that the Storage Permit and Rental Agreement and Temporary Assignment for Storage has been revoked by the District pursuant to this ordinance, and after the expiration of three (3) days from the date when said notice was personally delivered or three (3) days from the date that the certified mail was deposited with the United States Post Office, the Harbor Master may remove any item or other personal property left by the holder thereof upon the District's properties and dispose of the same in such manner as the District may deem proper.

Section 3.23 Termination of Rights

(a) Upon expiration of the Storage Permit and Rental Agreement or Temporary Assignment for Storage all rights thereunder shall automatically cease and terminate. No Storage Permit and Rental Agreement or Temporary Assignment for Storage shall be renewed if the holder thereof is in violation of any of the terms of this ordinance or regulations of the District or the Storage Permit and Rental Agreement or Temporary Assignment for Storage. No Storage Permit and Rental Agreement shall be renewed until all fees and charges due and payable to the District have been paid in full.

(b) If the Lessee holds possession of the premises after notice of termination by the District, Lessee's rental obligation to the District shall be at the monthly rental rate for Lessee's original agreement, or newest agreement, whichever is greater until Lessee actually vacates said space and otherwise upon all the Agreements herein contained.

Section 4.0 STORAGE RATES AND USE

Section 4.1 Storage Rates

Storage rates are to be set by the Board of Commissioners at a duly held meeting.

Section 4.2 Security Deposit

District shall charge, in addition to the above, for a Storage Permit and Rental Agreement, a

security deposit which shall be a sum equal to one month's rental charge and shall be refundable upon termination or applied towards the final month's rent.

Section 4.3 Change of Storage Rates

District shall have the right to change or increase the storage rates for a Storage Permit and Rental Agreement and Temporary Assignment for Storage by giving Lessee thirty (30) days oral or written notice.

Section 4.4 Non-Exclusive and Exclusive Possession

District may issue a Storage Permit and Rental Agreement for non-exclusive use of such space in a sum per square foot, based upon the area used. Lessee's use is based upon a monthly rental for non-exclusive use, possession of the space is for non-exclusive possession or use of such space. Non-exclusive possession or use of the space means a right to the use of specific space when such specific space is also used intermittently by others, even though such possession or right to use such space is paramount to any use by others. District reserves the right to assign to others the right to use such facility when Lessee's use is based upon non-exclusive use. In the event Lessee's use is based upon non-exclusive use as provided for in the Storage Permit and Rental Agreement and Temporary Assignment for Storage, and Lessee's space will be vacant for a stated period of time of five (5) days or more, District may, at its sole option, allow use of sublet of the space by another Lessee for such stated period and District may, in its sole and absolute discretion, collect storage fees from another Lessee and Lessee shall receive no credit or reimbursement from District. Prior to Lessee's departure from the space for a stated period of five (5) days or more, Lessee shall notify District of the Lessee's intended schedule and the District shall have the right to rent the space to other Lessees, including but not limited to temporary individuals during Lessee's absence. District shall be under no obligation to have the space clear for Lessee prior to the intended estimated time of arrival unless Lessee notifies the District at least twenty four (24) hours in advance of his/her arrival.

Section 4.5 Notice of Possessory Interest Tax

Lessee is hereby notified by District that this Storage Permit and Rental Agreement or property interest created herein, if any, may be subject to a possessory interest tax or property taxation if created pursuant to Sections 107 to 108 of the California Revenue and Taxation Code and that Lessee and/or party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

Section 5.0 PAYMENT OF STORAGE RATES

Section 5.1 Payment of Storage Rates by Month to Month Tenants, Late Charges and Interest.

(a) All storage fees and other charges are payable in full at the time of issuance by District of the Storage Permit and Rental Agreement and the Temporary Assignment for Storage. All storage fees and charges for use of a storage area in excess of thirty (30) days shall be payable at the time of issuance of the Storage Permit and Rental Agreement by District.

(b) Failure of a month-to-month tenant to pay storage fees and other charges or failure to pay charges within ten (10) days of the date of mailing shall be in violation of this ordinance. If a month-to-month tenant fails to pay all storage fees and charges due within ten (10) days from the date of billing,

tenant shall pay District a late penalty charge each month as follows: if the tenant's account balance is \$.01 to \$50.00, the late penalty charge is \$5.00 per month; if the tenant's account balance is \$50.01 to \$100.00, the late penalty charges is \$10.00 per month; and if the tenant's account balance is in excess of \$100.01, the late charge penalty is \$15.00 per month. Late penalty charges are assessed if the storage fees and all other charges are not paid within ten (10) days of the date of billing. Past due accounts (accounts not paid within ten (10) days from the date of the monthly billing) in addition to the late penalty charges shall have interest accrued on the unpaid balance at 1% per month.

Section 5.2 Default

In the event of any default by Lessee in the payment of rent or Lessee's other obligations as set forth in Ordinance No.9, the Woodley Island Marina Rules and Regulations, the District may forthwith terminate the Storage Permit and Rental Agreement or Temporary Assignment for Storage and Lessee's rights hereunder without further notice, in which event Lessee shall promptly surrender the premises, remove all items from District property and pay to the District all sums to which the District may be entitled, including damages, damage to District property, reasonable attorney's fees or other expenses for liability incurred by the District by reason of any such default.

Section 5.3 Re-Entry

As an additional remedy to the District for any such default by Lessee, the District may, without terminating the Storage Permit and Rental Agreement or Temporary Assignment for Storage, re-enter the space and take possession thereof. Provided, however, that no such re-entry shall be construed as an election to terminate unless written notice to this effect is given by the District to Lessee and the District may remove all items and property therefrom, transfer such items and property to a public warehouse or elsewhere at the expense of Lessee and relet the premises for the account of Lessee. Lessee shall be responsible and liable to the District for all cost of re-entry, repossession, handling, storage charges, attorney's fees, marshal or sheriff's fees, advertising and any other cost or expense to the District incurred by the District by reason of any default hereunder by Lessee or by reason of the District exercising any of its rights hereunder.

Section 5.4 Lien

Lessee acknowledges that the District has a lien upon all items stored and any property of Lessee located on the premises or under the control of the District to secure payment and performance of all obligations of Lessee hereunder which lien may be enforced by the District by using the procedure for enforcement of liens.

Section 5.5 Legal Fees

In the event it is necessary to institute legal proceedings to enforce any of the terms herein, or in the event of the breach of this Agreement by Lessee, Lessee shall pay to District its reasonable attorney's fees as fixed by the court.

Section 6.0 RULES AND REGULATIONS

Section 6.1 Rules and Regulations

At all times Lessee shall comply and shall obtain the compliance of Lessee's family, agents,

employees, business visitors and invites with all laws, ordinances, rules and regulations including those of the federal and state government, the County of Humboldt, the City of Eureka, the District and Ordinance No.9, the Woodley Island Marina Rules and Regulations. Furthermore, Lessee shall at all times keep and maintain Lessee's space in a safe, orderly and clean condition while Lessee is renting said space. Lessee irrevocably authorizes and appoints the District to remove Lessee's items and/or to remove any contents, gear or equipment from said space to any other space or storage in Humboldt Bay, or to place the same in storage at Lessee's expense if, in the discretion of the District, it may be necessary for the safety or security of the items or District property, or to repair District's facilities or for any other reason and the District shall have no liability for any loss or damage resulting therefrom or for any failure to move the same.

Section 6.2 Lessee's Care of Space

Lessee shall be responsible for keeping assigned storage area and any area used by Lessee in a clean and orderly condition. Clean up, removal and disposal of all garbage into trash receptacles furnished by the District shall be done on a daily basis and is the Lessee's responsibility. It shall also be Lessee's responsibility to gain compliance from Lessee's crew members, guests and invitees to keep storage area free of debris. Failure to keep assigned storage area and area used by Lessee shall be grounds for termination of the Storage Permit and Rental Agreement or Temporary Assignment for Storage.

Section 6.3 Modification of Space

No modification or alteration to District property shall take place without the express written consent of the District. Lessee agrees to make a written report to District of any conditions existing on or about the Marina which Lessee believes to be a hazardous condition or which might develop into a hazardous condition.

Section 6.4 Refuse

(a) No persons shall store, throw, discharge, or deposit in any other manner any refuse matter, bilge water, garbage, human waste, fish, shellfish, fish parts, dead animals, or other putrefying matter of any kind whatsoever into or upon the storage area or in, on or upon the banks, walls, sidewalks, parking area, or any waters within the boundaries of the storage area.

(b) No person shall store, dump or discharge oil, spirits, inflammables, explosives or hazardous materials of any kind whatsoever into or upon the storage area or in, on or upon the banks, walls, sidewalks, parking area, or any waters within the boundaries of the storage area.

(c) Pets shall not be allowed in the storage area or any area of the Woodley Island Marina or be allowed to commit any nuisance within the Woodley Island Marina and the owners of said pets shall be responsible for cleaning up any nuisance or mess left by said pet.

Section 6.5 Repair and Service of Equipment

Major repairs or servicing of equipment in the storage area is prohibited. Every person intending to engage in any repairs or servicing of equipment or any welding or burning shall notify the District of the nature and extent of the proposed work and shall move the items to the work yard area to perform such work. This notification shall be given to the District prior to the start of work and whenever

practical at least one day before the work is to be performed.

Section 6.6 For Sale

No person shall display on any item a "For Sale" sign in excess of 150 square inches on the face.

Section 6.7 Securing and Security

(a) Storage area and work yard may remain locked at all times and District shall not be liable or responsible for security of items stored at the Woodley Island Marina while storage area and work yard are locked or unlocked.

(b) All items shall be placed and secured so that no part shall block any portion of any walkway, alleyway or extend beyond the boundary of space allowed by the Storage Permit and Rental Agreement and Temporary Assignment for Storage unless approved by District.

(c) At all times during which items are in storage, Lessee shall cause it to be clearly marked with the Lessee's name or vessel name and safely and properly secured in a manner acceptable to District. If District deems it necessary to mark or resecure any or all items for any reason, Lessee agrees to pay a reasonable service charge for doing so, plus the cost of all materials used therefor. However, District assumes no responsibility for the safety of the items and shall not be liable for fire, theft, or any damage to the items or property by reason of District's decision either to resecure the items or to not resecure the items.

(d) The Chief Executive Officer, through the Board of Commissioners, has sole discretion over individual height requirements for the space.

Section 6.8 Hours of Darkness

During hours of darkness, Lessee, crew members, their guests and invitees shall be the only persons allowed in the storage area. All other persons shall be considered trespassers.

Section 6.9 Tampering With Storage Items

It shall be unlawful for any person to wilfully injure, break, remove or tamper with any part of any item stored at or on the Woodley Island Marina, any waterway or facility thereof, or to climb into or upon any item without the consent of the owner unless in the performance of official duties or to protect life or property.

Section 6.10 Removal of Storage Items

(a) In the event District deems it necessary to remove or relocate storage items for any reason, Lessee shall pay a reasonable cost or charge therefor, plus all costs and materials used therefor. Removal, relocation or storage of items as provided in this ordinance shall be without liability to the District, its Harbor Master, employees or representatives. District shall assume no responsibility for the safety of storage items and shall not be liable for fire, theft, or any damage to storage items by reason of District's decision either to remove or relocate the storage items or not to remove or relocate the storage

items.

(b) District may remove any supplies and equipment from a storage area to any other storage area at Lessee's expense if in the discretion of the District it may be necessary to do so for the safety or security of the items or District's property or to repair District's facilities, or for any other reason in the best interests of the District, and District shall have no liability for any loss or damage resulting therefrom or for any failure to move the same.

(c) Items left in the work yard beyond the maximum number of days allowed will be subject to removal and storage at the Lessee's expense.

Section 6.11 Compliance with Rules

At all times Lessee shall comply and shall obtain the compliance of Lessee's family, agents, employees, business visitors and invitees of all laws, ordinances, rules and regulations, including those of the federal and state government, the County of Humboldt, the City of Eureka, the District and Ordinance No.9.

Section 7.0 MISCELLANEOUS

(a) Waiver of any provision hereof by the District shall not be deemed a continuing waiver or waiver of any other condition.

(b) No alteration, amendment or modification hereof shall be effective unless in writing signed by Lessee and the District.

(c) This is the only Agreement between the parties pertaining or related to the storage area or work yard and no oral agreements exist between the parties as to any matters related to the storage area or work yard whatsoever.

(d) All notices shall be deemed served 72 hours after deposit in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to Lessee at the address respective parties have shown herein.

(e) This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.

(f) District retains the right to add to, alter, amend or modify any of the terms and conditions contained herein and said addition, alteration, amendment or modification by District shall become binding upon Lessee forthwith.

Lessee agrees to all of the provisions, terms and conditions of Ordinance No.9, the Woodley Island Marina Rules and Regulations. A copy of which is posted on the window of the District office located at 601 Startare Drive, Woodley Island Marina, Eureka, California, 95501 and is available to Lessee upon request.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT ON MARCH 12, 1981.

AMENDED, PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT ON OCTOBER 22, 1981.

AMENDED, PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT ON JUNE 12, 1986.

AMENDED, PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT ON SEPTEMBER 28, 1989.

AMENDED, PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT ON FEBRUARY 11, 1999.

**HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT**

RESOLUTION 2003-04

**A RESOLUTION ESTABLISHING STANDARDS AUTHORIZING THE SALE OF WHOLE RAW FISH
AND SHELLFISH FROM BOATS MOORED AT WOODLEY ISLAND MARINA**

WHEREAS, the Humboldt Bay Harbor, Recreation and Conservation District finds it necessary and desirable to encourage the productivity and economic welfare of the commercial fishing industry based out of the Port of Humboldt Bay; and,

WHEREAS, members of the commercial fishing community have requested permission to sell whole raw fish and shellfish directly off their boats;

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District to develop and implement a mechanism to allow the sales of whole raw fish and shellfish of all species from vessels moored at Woodley Island Marina subject to the following conditions:

1. All vessels off of which whole raw fish and shellfish is to be sold shall have the proper authorization to do so from the Humboldt Bay Harbor, Recreation and Conservation District.
2. The cost of the authorization for the sale of whole raw fish and shellfish under this Resolution shall be set by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District and may be revised from time to time at the discretion of the Board.
3. All authorizations for the sale of whole raw fish and shellfish shall be in writing and signed by the Chief Executive Officer or his/her designee, and the authorized vessel representative (lease holder).
4. The authorization shall contain a clause or term whereby the authorized vessel representative agrees to abide by all the terms and conditions under,
 - a. Ordinance No. 9, the Woodley Island Marina Rules and Regulations; and,

- b. The authorization for sale of whole raw fish and shellfish; and,
- c. All applicable local, state and federal regulations; and,
- d. This Resolution.

- 5. No person or vessel shall sell whole raw fish or shellfish therefrom without first obtaining the above written authorization from the CEO. No written authorization shall be issued to a vessel unless all fish and shellfish sold by that vessel are actually caught and landed by that vessel.
- 6. This Resolution replaces all previous Resolutions passed by the Board of Commissioners with regard to the sale of whole, raw fish and shellfish from boats moored at Woodley Island Marina.
- 7. All authorizations issued for the sale of whole raw fish and shellfish shall contain a clause or term whereby the authorized vessel representative agrees to save, defend and hold harmless the Humboldt Bay Harbor, Recreation and Conservation District, its Board of Commissioners, Harbor Master, employees and representatives for any liability or injuries in connection with the activities of the authorization for the sale of whole raw fish and shellfish.

PASSED AND ADOPTED by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District at a duly called meeting held on the 12th day of June 2003, by the following polled vote: