

ORDINANCE NO. 18

THE REDWOOD DOCK FACILITY RULES
AND REGULATIONS ORDINANCE

AN ORDINANCE ESTABLISHING RULES, REGULATIONS AND ENFORCEMENT PROCEDURES FOR THE
REDWOOD DOCK FACILITY

ARTICLE I SHORT TITLE; DEFINITIONS

SECTION 1.1 SHORT TITLE

This ordinance shall be known as "The Redwood Dock Facility 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) "Abandoned" means any vessel, equipment or other personal property, moored, anchored, aground, stored or placed at the Redwood Dock or other District owned facilities in excess of twenty four (24) hours without a valid Rental Agreement, Long Term Lease Temporary Assignment or written consent of the Port Director.
- (b) "Anchoring" means attaching a vessel to the bottom or shore of Humboldt Bay, using equipment, lines, ropes, chain, or cable, which is, carried on board such vessel as regular equipment when underway. "District" shall mean the Humboldt Bay Harbor, Recreation and Conservation District.
- (c) "Board" or "Board of Commissioners" shall mean the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District.
- (d) "Float" means any floating platform normally used for mooring or securing of vessels.
- (e) "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.
- (f) "Lessee" means the legal owner, operator, or individual in legal possession of a vessel, equipment or other personal property using the facilities at the Redwood Dock by authority of District under Rental Agreement, Temporary Assignment, or Long Term Lease.
- (g) "Long Term Lease" means an agreement for the right to use a portion of the Redwood Dock for a term greater than a month-to-month agreement as approved by the Board of Commissioners.
- (h) "Marine Equipment" and "Equipment" means any equipment used in conjunction with the maritime industry.
- (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) "Pier" means a structure built out into the water with piles for use as a landing place.
- (k) "Port Director" shall mean the Chief Executive Officer or a designated representative of the District.

(l) "Redwood Dock Facility" shall mean the dock and ancillary facilities owned by District located wholly or on a portion of AP#'s 401-031-058; 401-031-048; 401-031-056; 401-031-050; 401-031-40; 401-031-041, Samoa, and within Humboldt County, California.

(m) "Rental Agreement" means the right to month-to-month use of a described area for any vessel, equipment or other personal property by Lessee requesting use of the facilities for more than 30 days.

(n) "Space" means an area under District authority, designated by District, to be used by Lessee for the purpose of staging, storage, repairs, and maintenance, of authorized equipment and personal property.

(o) "Temporary Assignment" means the right to interim use of a described area for any vessel, equipment or other personal property by Lessee requesting use of the facilities for less than 30 days.

(p) "Vessel" includes every description of watercraft used or capable of being used as a means of transportation on water. For purposes of this Ordinance the following shall also be included in this definition: (1) a seaplane on the water; (2) barges, dredges, platforms, etc.; (3) 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.

(q) "Wharf area" means and includes 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 authorized equipment and personal property.

ARTICLE 2 AUTHORITY OF THE PORT DIRECTOR

SECTION 2.1 Duties of the Port Director

The Port Director, Humboldt County Sheriff, United States Coast Guard, or their designated representatives shall have authority to enforce the provisions of this ordinance and all regulations and laws affecting the Redwood Dock. It shall be the duty of the Port Director to:

- (a) Carry out and enforce the orders of the Board, the provisions of this ordinance and all regulations and laws of the District.
- (b) Assign spaces to rent for vessels, equipment and other personal property at the Redwood Dock.
- (c) Execute on behalf of the District Rental Agreements and Temporary Assignments for the assignment of spaces for vessels, equipment and other personal property at the Redwood Dock.
- (d) Order any vessel, equipment or other personal property that violates any provision of this ordinance to be moved to a location designated by the Port Director or to be removed from the Redwood Dock and District property. Failure to comply with directions of the Port Director shall result in the moving or removal by the Port Director at the cost of the Lessee or owner.
- (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 state or local laws or regulations.
- (f) The Port Director shall perform such other duties as directed by the Board of Commissioners by resolution or motion.

ARTICLE 3 LIABILITY OF LESSEE

SECTION 3.1 Assumption of Risk

Any person using the facilities at the Redwood Dock assumes all risk of damage or loss from any cause to vessels, equipment or other personal property at the Redwood Dock.

SECTION 3.2 District Not Liable for Loss

The District shall not be liable for any loss or damage to vessels, equipment or other personal property at the Redwood Dock facilities.

SECTION 3.3 Compliance with Rules

Lessee shall be responsible their own, and for Lessee's family, employees, agents, contractors and invitees, compliance with all laws, ordinances, rules and regulations of all governmental and regulatory entities. District may move or remove any vessel, equipment or other personal property or to place the same in storage at Lessee's expense if in the sole discretion of the District it may be necessary to do so for the safety or security of the vessel, equipment or other personal property, the District's property, or to repair District's facilities, or for any other reason in the interests of the District. The District shall have no liability for any loss or damage resulting for the moving or for failure to move any vessel, equipment or other personal property.

SECTION 3.4 Removal of Vessel and Equipment

If the District deems it necessary to resecure or relocate a vessel, equipment or other personal property, Lessee shall pay the reasonable cost or charges incurred by the District.

SECTION 3.5 District Not Liable for Removal

The District shall not be liable for the removal, relocation, or storage of vessels, equipment or other personal property as provided in this ordinance.

SECTION 3.6 Insurance Requirements

All contractors performing work for Lessees shall have on file with the District, prior to commencement of work, current liability insurance listing the Humboldt Bay Harbor, Recreation and Conservation District as additionally insured.

ARTICLE 4 RENTAL AGREEMENTS, TEMPORARY ASSIGNMENTS, and LONG TERM LEASES

No person (including the owner, master, operator, or person in possession of a vessel, equipment or other personal property) shall moor, anchor or place a vessel, equipment or other personal property at the Redwood Dock or District property without having first secured a Rental Agreement, Temporary Assignment or Long Term Lease from the Port Director.

SECTION 4.1 Rental Agreements

The District shall assign available facilities from a chronological waiting list. A vacant space assignment will be offered first to the person highest on the list for that size assignment and then, if refused, in sequence to those next on the list. Acceptance of an assignment must be confirmed within ten (10) days of notification by payment of all applicable rents and deposits, and execution of all applicable documents.

SECTION 4.2 Temporary Assignments

Temporary Assignments shall be made on a space available basis. Acceptance of an assignment must be indicated within ten (10) days of notification by payment of rents and execution of a Temporary Assignment agreement.

SECTION 4.3 Long Term Lease

Long Term Leases shall be assigned at the sole discretion of the Board of Commissioners.

SECTION 4.4 Termination of Rights

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

Expiration of Long Term Lease shall be subject to provisions as stated in the Long Term Lease.

SECTION 4.5 Facility Uses

An assignment authorizes the holder to use the facilities at the Redwood Dock for vessel repairs and maintenance, moorage and storage of vessels, and storage of marine equipment, and other equipment and personal property. Additional or varying uses shall not be allowed except at the sole discretion of the District.

SECTION 4.6 Permits Non-Assignable

Rental Agreements, Temporary Assignments, and Long Term Leases are non-assignable, are not transferable, and cannot be sublet. No attempted transfer, assignment or subletting, whether voluntary or involuntary, or operation of law, shall be valid and shall automatically terminate any Rental Agreement, Temporary Assignment or Long Term Lease. Transfers to a third party can be accomplished only by the third party's application to the District for a Rental Agreement, Temporary Assignment, or Long Term Lease.

SECTION 4.7 Permits Issued

Rental Agreements, Temporary Assignments, and Long Term Leases shall be issued only to a named individual, corporation or other business entity, or government entity.

SECTION 4.8 Reassignment of Space

Spaces may be reassigned at the discretion of the Port Director. Holders of a Rental Agreement, Temporary Assignment, or Long Term Lease may apply for reassignment; however, reassignment is not within the sole discretion of the Port Director.

SECTION 4.9 Temporary Reassignment of Space

Vessels, equipment and other personal property subject to Rental Agreements, Temporary Assignments or Long Term Leases may be temporarily assigned or reassigned to other spaces under the control of the District to accommodate repairs, improvements, maintenance, construction, emergencies, or when necessary in order to permit maximum efficient utilization of the Redwood Dock at the discretion of the Port Director.

SECTION 4.10 Revocation of Assignment

Any Rental Agreement or Temporary Assignment permit may be revoked by the Port Director if the holder violates any provision of this ordinance, any provision of the Rental Agreement or Temporary Assignment, or any governmental or regulatory laws, ordinances, rules or regulations.

SECTION 4.11 Notice of Cancellation to the District

A Rental Agreement may be cancelled by the holder with thirty (30) days written notice to the Port Director.

SECTION 4.12 Notice to District

The holder of a Rental Agreement, Temporary Assignment or Long Term Lease, shall keep the District informed of his or her current mailing address, telephone numbers, legal owner's address and telephone numbers and any emergency telephone numbers. The holder thereof shall also notify the District immediately upon any change of ownership of the vessel, equipment or other personal property to which his/her Rental Agreement, Temporary Assignment or Long Term Lease applies, and shall notify the District immediately upon vacating the space assigned to the Lessee. Failure to keep the District informed as to the provisions set forth in this paragraph shall be grounds for revocation of the Rental Agreement, Temporary Assignment or Long Term Lease by District and forfeiture of any deposits.

SECTION 4.13 Notice by Mail

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

SECTION 4.14 Refusal of Assignment

District shall have the right to refuse assignment or to refuse to issue a Rental Agreement, Temporary Assignment or Long Term Lease to any Lessee if any vessel, equipment or other personal property is, in the opinion of the Port Director, unsightly, improperly maintained, inappropriate or may present a danger to District's property or to other vessels, equipment or other personal property.

ARTICLE 5 RATES AND USE

SECTION 5.1 Rates

Rates, charges, and tariffs for Rental Agreements, Temporary Assignments, and Long Term Leases shall be adopted by the Board of Commissioners at a duly held meeting.

SECTION 5.2 Payment of Rates

All fees and other charges are due at the time of issuance of the Rental Agreement and the Temporary Assignment or as agreed in the Long Term Lease.

(a) Payment of Rates, Late Charges, and Interest

Failure of a month-to-month Lessee to pay fees and other charges within ten (10) days of the due date, or a Long Term Lessee to pay fees and other charges within twenty (20) days, shall result in a late penalty charge as follows: if the Lessee's balance is less than \$50.00, the late penalty charge is \$5.00 per month; if the Lessee's balance is \$50.01 to \$100.00, the late penalty charge is \$10.00 per month; and if the Lessee's balance is in excess of \$100.00, the late charge penalty is \$15.00 per month. Past due accounts (accounts not paid in full) 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 a security deposit, which shall be equal to one month's rental charge.

SECTION 5.4 Change of Rates, Charges, and Tariffs

District shall have the right to change or increase the rates for Rental Agreements or Temporary Assignments with thirty (30) days written notice to Lessee.

SECTION 5.5 Non-Exclusive Possession

District may issue a Rental Agreement, Temporary Assignment, or Long Term Lease for non-exclusive possession or use of facilities. Non-exclusive possession or use means a right to the use of specific facilities when the same facilities are also used by others. District reserves the right to assign to others the right to use such facilities when Lessee's use is designated as non-exclusive use. If Lessee's use is based upon non-exclusive use as provided for in the Rental Agreement, Temporary Assignment or Long Term Lease, and Lessee's vessel, equipment or other personal property will be absent from the facilities for five (5) days or more, District may, at its sole option, allow use of the facilities by another Lessee in its sole discretion. Prior to Lessee's departure from the facilities for a period of five (5) days or more, Lessee shall notify District of the Lessee's intended schedule. District shall be under no obligation to have the facilities clear for Lessee prior to the intended estimated time of arrival. If the specific facilities are not available to Lessee, temporary facilities may be made available to Lessee.

ARTICLE 6 RULES AND REGULATIONS

SECTION 6.1 Tampering with Vessels, Equipment, Structures and Personal Property

It shall be unlawful for any person to tamper with, convert or trespass upon any vessel, equipment or other personal property at the Redwood Dock Facility without the written consent of the owner, unless in the performance of official duties or to protect life, property, navigation or the environment.

SECTION 6.2 Closures

The Redwood Dock facility shall be closed during hours of darkness, during times when necessary for port security purposes, and during times necessary for repairs and maintenance. Except with the written consent of the Port Director, it shall be unlawful for persons to be within the facility after hours of darkness, during times when necessary for port security purposes, and during times necessary for repairs and maintenance and any such persons shall be considered trespassers and prosecuted by law.

SECTION 6.3 Minors

It shall be unlawful for any person under the age of eighteen (18) years to be on any of the gangways, floats, vessels or equipment in the Redwood Dock unless the minor is accompanied by an adult, or unless such person has the written permission of the owner, on file with the Port Director, of the specific vessel, equipment or other personal property located at the Redwood Dock, or unless the minor has written permission from the Port Director.

SECTION 6.4 Use of Vessel, Equipment, or Personal Property as a Residence

No vessel, equipment or other personal property within the Redwood Dock shall be used as a place of residence except with the written permission of the Port Director

SECTION 6.5 Refuse and Environment

All activities at the Redwood Dock shall be in accordance with best and reasonable practices to prevent water, soil and air pollution. Lessee will be financially responsible for clean-up expenses and fines as a result of pollution or accumulation of hazardous materials arising from any activity concerning Lessee's vessel, equipment or other personal property that results in pollution, accumulation of hazardous materials, or that constitutes a nuisance.

(a) No persons shall dispose or in any other manner deposit any refuse matter, human waste, dead animals, fish, shellfish, fish parts, bait, putrefying matter, bilge water, paints, solvents, oil, spirits, inflammable liquid, hazardous materials, contaminants, plastics or garbage of any kind whatsoever into or upon the water of Humboldt Bay or in any part of the Redwood Dock facilities.

(b) All material shall be disposed of in an approved manner for the specific material.

(c) No person on board any vessel within the Redwood Dock shall use the sanitary facilities, toilets, or sinks of such vessel unless vessel is equipped with a properly working holding tank to prevent discharge.

(d) Pets shall not be allowed within the Redwood Dock facility.

(e) Any person in violation of safe and appropriate disposal practices shall have their Rental Agreement or Temporary Assignment revoked immediately and shall be responsible for all clean up costs and any other damages.

SECTION 6.6 Rules and Regulations

(a) All persons entering into the Redwood Dock must log in daily at the office prior to commencing any work.

(b) All vessels, equipment and other personal property must be secured so to avoid an overhang of any walkway or driveway.

(c) Oil absorbent materials shall be used when the possibility of a spill exists. Lessee shall be responsible for the removal and proper disposal of all absorbent material and product from District property.

(d) Spray painting is prohibited at the Redwood Dock facilities without prior notice to the District and written permission from the Port Director. Persons shall use all caution while spray, roller, or brush painting and Lessee shall be responsible for paint damage to adjacent vessels, equipment and other personal property. The use of antifouling paint containing tributyl tin is prohibited. All paint spillage must be properly cleaned up immediately. Lessee shall be responsible for cleanup and shall be responsible for the proper disposal of all materials use in cleanup. Failure of the Lessee to clean up paint spillage and dispose of materials may result in the District cleaning up spillage and disposing of materials at the Lessee's expense.

(e) Sandings from boats shall be collected by using visquine, plastic tents, or other materials to keep pollutants from contaminating the soil, water, or becoming airborne and all dry sandings shall be vacuumed. Exterior wet sanding is not allowed. Sanding shall not be cleaned by hose or water pressure cleaning as storm drains may go directly into Humboldt Bay.

(f) Sand blasting is prohibited except in approved areas.

(g) Use of welders, burning tools, fires, fuel heating stoves, or any fuel cooking facilities is prohibited except with written consent of the Port Director.

(h) No person shall display on any vessel, equipment or other personal property a "For Sale" sign in excess of 150 square inches on the face.

(i) Bulk fueling of any vessel in the Redwood Dock is prohibited unless with the expressed written except with the written permission of the Port Director.

(j) Lessee is responsible for maintaining their space in a clean and orderly manner. All tools, equipment, and supplies are to stored or secured in an orderly fashion within Lessee's space before leaving the area for the day. Failure of the Lessee to clean up may result in the District cleaning up area at the Lessee's expense.

(k) Lessee is responsible for final clean up of space at the end of Lessee's occupancy. Failure to adequately clean space at the end of occupancy shall result in the forfeiture of part or all of the deposit, and may subject Lessee to additional charges if the cost to clean and restore the area exceeds the amount of the deposit.

(l) Lessees engaged in work on their vessel, equipment or other personal property must take reasonable steps to prevent interfere with the work of others.

(m) Vehicles must park in appropriate areas and must never hinder access for other Lessees' vessels, equipment or other personal property. No vehicle shall be parked so as to obstruct the road, driveway, gate, dock, or other public access. The District reserves the right to regulate all parking of motor vehicles and equipment, including guests and invitees of Lessee. No overnight parking of vehicles of any kind shall be permitted except under the provisions of a permit issued by the District or with the written consent of the Port Director. All vehicles left unattended or illegally parked may be towed away and stored at owner's or Lessee's expense.

(n) No brokers, peddlers, agents, or solicitations shall be permitted in the Redwood Dock except upon the prior written consent of the Port Director.

(o) No chemicals, fuels, oils, paints, solvents, resins, and fillers may be stored by Lessee. All chemicals, fuels, oils, paints, solvents, resins and fillers used by Lessee must be kept in their original container or smaller appropriate containers with labels identifying material enclosed. A Material Safety Data Sheet (MSDS) shall be provided to the District and be placed next to the primary entrance of each warehouse containing materials.

SECTION 6.7 Crews and Guests

Lessee is responsible and liable for Lessee's family, employees, agents, business visitors, contractors, and invitees within the Redwood Dock for compliance with all rules, regulations, and provisions of the Rental Agreement, Temporary Assignment, and this ordinance.

SECTION 6.8 Documentation or Registration

All vessels area required to be either currently documented with the United States Government or currently registered with a state and must remain currently documented or registered to retain a Rental Agreement.

SECTION 6.9 Fishing, Swimming, and Divers

- (a) No person shall engage in fishing from the Redwood Dock.
- (b) Recreational swimming within the Redwood Dock facility is prohibited.

ARTICLE 7 DEFAULT

SECTION 7.1 Termination of Permits

In the event of any default by Lessee in the payment of rent or Lessee's other obligations set forth in the Rental Agreement or Temporary Assignment, or Lessee's other obligations as set forth in this ordinance, the District may immediately terminate the Lessee's Rental Agreement or Temporary Assignment and Lessee's rights hereunder without further notice, in which event Lessee shall promptly surrender the premises, remove the vessel, equipment or other personal property, 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 7.2 Re-entry by District

As an additional remedy to the District as that set forth in the paragraph above, for any such default by Lessee, the District may without terminating the Rental Agreement and Temporary Assignment, re-enter the area and take possession of it. However, no such re-entry shall be construed as an election to terminate the tenancy unless written

notice of termination is given by the District to Lessee. The District may remove all persons and personal property, transfer such property to a 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.

SECTION 7.3 Lessee's Failure to Comply

In the event the Board of Commissioners of the District determines that Lessee has failed to comply with the terms and provisions of the Rental Agreement or Temporary Assignment or with the ordinances, rules and regulations promulgated by the District, for the safety of District's facilities, the 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, equipment and all personal property from the assigned area.

ARTICLE 8 ENFORCEMENT

SECTION 8.1 Violation of Ordinance

The Port Director 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 8.2 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 five hundred dollars (\$500.00) per offense, or by imprisonment in the county jail for a period not to exceed six (6) 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.

ARTICLE 9 INDEMNITY

Lessees covenant and agree to indemnify and save harmless the District, its Board of Commissioners, its Port Director, 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, Lessee's family, employees, agents, business visitors or invitees, and to further defend, indemnify and save harmless the District, its Board of Commissioners, its Port Director, employees and representatives, against any and all claims, actions, proceedings, expenses and liabilities whatsoever arising therefrom or connected therewith.

PASSED AND ADOPTED THIS 22 DAY OF MARCH 2005, BY THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT BY THE FOLLOWING POLLED VOTE:

AYES: COMMISSIONER PELLEGRINI, COMMISSIONER CURLESS, COMMISSIONER FRITZSCHE, COMMISSIONER HUNTER, COMMISSIONER OLLIVIER

NOES:

ABSENT:


RONNIE PELLEGRINI, President
Board of Commissioners

ATTEST:


ROY L. CURLESS, Secretary
Board of Commissioners