

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 1 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 purposes 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 over-  
lying 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 uplands 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, and any use of District's facilities, including moorage or 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 of 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 Agreements and Temporary Assignments 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 Reassignments 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 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

All moorage fees and other charges are payable in full at the time of issuance by the 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 the issuance of the Berthing Permit and Rental Agreement by District, or within 10 days of billing by District. Failure to pay moorage fees and other charges or failure to pay charges within 10 days from the date of billing, shall be a violation of this ordinance. A late penalty charge of \$15.00 shall be due and payable if an account remains due and unpaid for 10 days after billing. Past due accounts, in addition to the late penalty charge, shall have interest accrued thereon at one percent (1%) per month on the unpaid balance.

### 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 a 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 for 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 a place of residence except as expressly

authorized by the Harbor Master for the purpose of harbor security. 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. No vessel except a commercial fishing vessel actively engaged in fishing activity and during a recognized fishing season or recreational vessels not ported at the Marina, shall be used as a residence. For the purpose of this regulation, any vessel used as an overnight accomodation for 1 or more persons in excess of 3 nights in any 7 day period shall be considered a residence except during storm or emergency conditions for the vessel as determined by the District.

#### 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 putrifying 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 leash 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, canvass 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 persons 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 persons 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 onboard 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 persons shall engage in welding or burning onboard 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 Commissioners 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

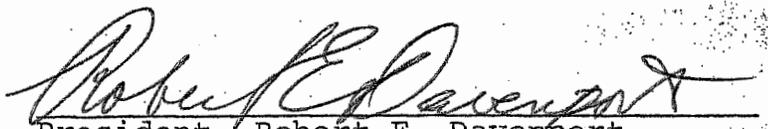
Any person violating any provision of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$500.00 per offense, or by imprisonment in the county jail for a period not to exceed six months, or both such fine and imprisonment. Each day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

Passed and adopted this 12th day of March, 1981, by the Board of Harbor Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District by the following poll vote:

AYES:    Davenport, Gast, Coombs, Sparks

NAYES:    None

ABSENT:    None

  
\_\_\_\_\_  
President, Robert E. Davenport

ATTEST:

  
\_\_\_\_\_  
Secretary, Anna Sparks