

**Oak Harbor Marina**  
**POLICIES AND PROCEDURES**  
**GENERAL OPERATIONS**

*(Revised 9/15/06)*

**The following policies address the general operation of the Oak Harbor Marina in the areas of:**

**General prudential rules governing marina operations**

**Moorage assignment and control of moorage**

**Winter and Conditional moorage**

**Reservation policy for guest moorage**

**Control of pets**

**Contractor operations on marina property**

**Commercial fishing**

**Parking lot and parking storage**

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

**General Prudential Rules Governing Marina Operations**

1. All persons entering the marina are obligated to comply in a timely manner with all directions or instructions given by the harbormaster, with respect to their movement within the marina. Non-compliance with such directions or instructions shall entitle the harbormaster to require immediate removal of the vessel from the marina.
2. All vessels using the facilities of the marina, for moorage or otherwise, shall be subject to all of the charges, rules and conditions as published in marina policies and rate schedules.
3. All boats, vehicles, property, gear or equipment will be parked, stored, moored or maneuvered in the marina area in a safe and orderly fashion. Speed limits within the waterways shall be a maximum of 4 knots. The entire marina is a no wake zone. No boats under sail are allowed inside the marina.
4. Boats, when unattended, must be securely moored with stern, bow and spring lines. Four or more lines are required.
5. Any person visiting or using the marina or its facilities does so at his own risk. The marina does not assume any responsibility for loss or damage to property or injury to persons occurring within the marina boundaries.

6. Boats may be moved at the direction of the harbormaster for the protection of life or property, or in the interest of safety, or for proper utilization of the facility.
7. Boats which, in the opinion of the harbormaster, do not meet normal standards of safety, cleanliness or seaworthiness, or which are hazardous to marina property or to other boats or facilities, will be denied permission to remain on marina premises. A boat owner who denies permission, when requested, for an “on board inspection” of his boat by duly authorized personnel shall be deemed in non-compliance.
8. Posting of signs for the sale, charter or rental of boats while moored in the marina shall be subject to the approval of the harbormaster. No posting of unauthorized signs or distribution of flyers, brochures, etc. is allowed on marina property.
9. Free access to all marina facilities must be maintained. Roadways, gangways, piers, floats and float fingers shall not be obstructed at any time without permission of the harbormaster. Boarding steps must not occupy more than half the width of the finger pier, and must be stored on the boat or in some other storage area when not in use.
10. Dinghies, when unattended, shall not be kept in the water or stored on the floats.
11. Dock boxes shall be of fiberglass construction, white in color and triangular in shape, so as to fit on the triangles at the corners of the float fingers. Wooden 2x2 or 2x4 spacers shall be used to ensure air circulation underneath the dock boxes, to prevent wood rot.
12. Oily rags, open paint or solvents, or other flammable material must not be stored on floats or finger piers, nor in dry storage sheds.
13. Additional fendering material and/or dock wheels may be used if approved by the harbormaster and installed by the owner. Galvanized or stainless fasteners are required. Cost of installation and material, and any subsequent maintenance or replacement required, will be borne by the tenant.
14. No smoking on the fuel float.
15. Unattended boats will not be moored at the fuel float or hoist dock.
16. Swimming, water skiing, scuba diving or use of any unorthodox type of boat, raft or other contraption is not permitted in any marina area unless approved by the harbormaster.
17. Fishing is permitted in designated areas only. Generally, this includes the main walkways and guest moorage float. Fishing is specifically not permitted in the permanent moorage areas of the marina (A through E docks).
18. Children under 10 years of age are not permitted on floats or finger piers unless accompanied by a parent or other responsible adult. Use of personal flotation devices for children is encouraged.

19. Marina dock carts are provided for tenants and guests, for the transportation of supplies and personal possessions. They are not to be used for commercial purposes, or for transportation of engines, transmissions and the like, that clearly overload the carts. If a cart becomes dirty from use, the user is expected to clean it for the next user. All carts are to be returned promptly to the dock cart storage area on the main dock.
20. No garbage, trash, oil, fuel, debris or other material, either liquid or solid, shall be deposited in the water or on the land areas of the marina, or on any floats or piers, except into containers provided for that specific purpose.
21. Garbage dumpsters are available in the marina parking lot. Access to waste oil, antifreeze, filter and bilge water recycling containers is available through marina staff.
22. Discharge of sewage from toilet facilities on vessels in the marina and in Oak Harbor Bay is prohibited. Oak Harbor Bay, including the marina, is a designated “no discharge zone”.
23. Marina fire equipment is to be used for fighting fires only. Cost of illegal / unauthorized use of this equipment will rest with the user. All boats moored in the marina will be required to maintain as a minimum the basic fire fighting equipment required by the U.S. Coast Guard for a boat of that particular class.
24. Open fires are prohibited on the floats, including cutting torches, welders or other equipment the operation of which would pose a fire hazard.
25. Barbeques are authorized in open moorage only. Operation of barbeques in the covered moorage portions of the marina is prohibited.
26. Fireworks are not allowed on marina property at any time.
27. Loud or boisterous conduct is not permitted on marina premises. Department shall be in good taste at all times.
28. Riding of bicycles, motorbikes, skateboards or roller blades on floats is prohibited.
29. Boat hoist is to be operated only by marina staff, or by boat owners or contractors who have executed a current hoist contract and who possess a valid hoist card. No work is to be done on boats suspended in the hoist.
30. The Oak Harbor Marina is not a permitted boatyard, and does not desire to become a permitted boatyard. Maintenance work performed by tenants, or by contractors on behalf of tenants, shall strictly comply with Marina Best Management Practices in this regard. Cleaning, scraping, sanding and painting of boat bottoms on marina property is strictly prohibited. (Exception: In-water hull cleaning performed by a licensed dive service that is on the list of dive services authorized to work in the Oak Harbor Marina.)

## **Moorage Assignment Policies**

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

2. **Basis for moorage assignment**

Assignment to moorage is based on the length overall (LOA) of the vessel, which is the measurement from the forward most point on the bow, to the after most point on the stern, to include bowsprit, dinghy, swimstep, etc.

Computation of moorage fees will also be based on LOA of the vessel, or on length of the slip, as specified in the marina rate tables for the specific slip.

A maximum of two (2) feet of overhang is allowed. Thus: The maximum LOA of a boat moored in a slip with a 32 foot finger is 34 feet.

3. **Contract required for moorage**

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

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

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

6. **Utilization of slips in absence of tenant of record**

- Slips rented by tenants shall be available for use by the tenant of record at any time he/she wishes to use the slip to moor their vessel.
- As a general policy, whenever the harbormaster anticipates the need to utilize vacant permanent slips to accommodate a large influx of guest moorage

customers, he/she will request that tenants notify staff of dates slips will be vacant.

- Tenants are requested to inform the harbormaster of all periods of absence from the slip, so that use of marina facilities to serve the boating public can be optimized.
- Permanent moorage slips may be utilized for guest or temporary moorage at the discretion of the harbormaster, in the absence of the vessel belonging to the tenant of record. There will be no reimbursement of slip fees.
- The tenant of record will not be charged for electricity consumed during periods of absence from the slip, provided the tenant notifies staff in writing of the absence.
- During periods when the permanent tenant is absent from the assigned slip, electricity will be charged as follows:

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

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

#### 7. Tenant utilization of breakwater / guest moorage

- Permanent moorage tenants may, on an occasional basis, use guest moorage for outside maintenance, mooring practice and recreation.
- Prior to occupying guest moorage spaces, marina tenants shall verify availability of same with the harbormaster.
- During most of the summer months, guest moorage operates at capacity, especially on weekends. Frequently, visiting yacht clubs and other groups will have reserved all available guest moorage. For this reason, permanent marina tenants should restrict their weekend use of guest moorage to day use only.

#### 8. Sale of boat

- The slip does not convey with the sale of the boat. It is the responsibility of the new owner to arrange for moorage for the boat, with due regard to any waiting list that might exist for that size and type boat.
- If other slips of the same size and type as that being vacated are available, and there is not a waiting list for those slips, then the new owner may be allowed to retain the same slip or another vacant slip of the same size and type, with the concurrence of the harbormaster.

#### 9. Special Consideration Moorage Assignments

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

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

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

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

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

### **Winter and Conditional Moorage**

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

2. Conditional moorage.

- Because State funds have assisted with construction, those areas of the marina designated as “guest moorage” are required to be available for that purpose at any time they are required. Generally, guest moorage is defined as: All of F dock; the E-F connecting walkway; the west face of E dock between the main walkway and the E-F connecting walkway; and the north face of the main walkway.
- Because of the demand for larger boat moorage, and because not all of the marina’s available guest moorage is required for that purpose year round, the marina utilizes portions of guest moorage for “conditional moorage”. Some slips and side tie spaces are leased under a special, conditional moorage contract, which specifies these slips are for the tenant’s use on a year-round basis except when they are needed for guest moorage. The “condition” is that the tenant agrees to vacate the slip at those times.
- In a normal year, the conditional moorage vacation periods are:
  - Memorial Day weekend (Friday noon to Monday afternoon)
  - Fourth of July (dates as prescribed for the year)
  - Whidbey Island Race Week (second or third week in July, from Friday noon to the following Saturday noon)
  - Labor Day weekend (Friday noon to Monday afternoon)

- Other special events as identified by the harbormaster
- The harbormaster will provide to all conditional moorage tenants, by 31 March of each year, a written list of events and dates for which tenants are required to vacate during that year.
- It is the conditional moorage tenant's obligation to vacate for these events, and to notify the harbormaster of his intent to do so.
- Conditional moorage tenants are credited on a per diem basis for days they are required to vacate. This credit applies to moorage, live aboard fees, electricity and environmental compliance fees, as applicable.

### **Reservation Policies**

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

### **Pet Policies**

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

## **Environmental Policies**

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

- Oak Harbor Marina Best Management Practices
- Oak Harbor Marina Best Management Practices – Live Aboard Addendum
- Oak Harbor Marina Moorage Agreement
- Oak Harbor Marina Municipal Code and supporting ordinances

## **Contractor Operation in the Marina**

1. Contractors hired by marina tenants to perform work on their boats are required to
  - Register with the harbormaster.
  - Possess and present a copy of a City of Oak Harbor business license.
  - Provide proof of insurance coverage as prescribed in OHMC 6.36.071.
2. In-water hull cleaning is specifically regulated in the Marina Best Management Practices. Tenants employing divers for this work are required to ensure that dive service is on the marina list of divers authorized to perform work in the Oak Harbor Marina.
3. Contractors may perform work on a tenant's boat in the slip assigned to that tenant, provided that all environmental laws and rules as prescribed in the Oak Harbor Marina Best Management Practices and all applicable federal, state and local laws and regulations regarding environmental compliance are complied with, and provided that these maintenance actions do not constitute a nuisance (noise, residue, etc.) to other tenants.
4. Contractors may not perform work on a tenant's boat in any slip other than that belonging to the tenant, or a slip specifically leased to that contractor for that purpose (example: a service dock slip) except with the express permission of the harbormaster.
5. Contractors may not utilize marina slips to perform work on vessels which do not belong to marina tenants, except that, contractors may perform work on vessels belonging to marina guest moorage customers subject to the other conditions specified in this policy.

## **Commercial Fishing in the Marina**

1. **Problem.** The Oak Harbor Marina was constructed, and is operated, purely as a pleasure boat marina. It contains no facilities suitable for commercial fishing / crabbing operations.
  - When commercial crab openings occur, the marina is often inundated with requests for moorage for crab boats that propose to moor in marina slips for the purpose of conduct daily crabbing operations, including off-loading of catch, either on the boat launching ramp / boarding dock or via marina floats and walkways.



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

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

1. Moorage for visiting crab boats will be assigned on an as-available basis, not to interfere with scheduled recreational boating events or permanent moorage requirements.
2. To the maximum extent possible, crab boats will be moored in vacant slips within the marina and not in guest moorage. (This will depend on time of year and need for guest moorage.)
3. F dock and the connecting walkways are the marina's guest moorage. Therefore, crab boats moored there will be charged guest moorage rates, as would any other visiting boater.
4. Crab boats assigned elsewhere in the marina will be charged the monthly rate for the size and type of slip occupied, pro rated for days the slip is occupied; however, this daily fee will be no less than \$5.00 per day.
5. Crab boats will not block the public boat launch ramp and boarding dock. The boarding dock is not to be used for overnight moorage. Boats are required to limit time along side, so the boarding dock is available for everyone. Boats are not to be left unattended at the boarding dock.
6. Crab fishermen are instructed not to block the boat ramp with trucks from buyers. They are strongly encouraged to transfer their catch to buyer boats off shore if at all possible.
7. Crabbers are not to use marina dock carts to transfer catch or bait. They are required to provide their own equipment for this purpose.

## **Fishing Access Issues**

### **Policy: Restriction of Marina Access for Public Fishing**

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

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

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

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

### Corrective Policy:

- In general, public fishing will at all times be restricted to the outer (west) side of the guest dock (F dock), not including the F dock walkway and the dock fingers in between the boats. (See the attached marina diagram.)
- Fishing will be specifically prohibited in all other areas of the marina, including:
  - The individual permanent moorage floats (A through E docks).
  - All of the main walkway, and the walkway connecting E and F docks, so that access in these high traffic areas is not impeded.
  - F dock walkway and dock fingers.
- Fishing will be specifically allowed only on the F dock patios (see diagram).
- Appropriate permanent signage will be put in place to support this policy.
- It is the Harbor Master's determination that the maximum number of persons that can safely fish from each of the 26 F dock patios is 104, or four per patio.
- When it becomes apparent to the Harbor Master that the number of persons using the marina for public fishing is approaching 104, the following procedures will be implemented:
  - The marina will employ the services of a gate attendant (normally from marina staff, the police reserve or a private security service).
  - The marina gate will be secured to general access.
  - This person will be responsible for verifying and admitting marina tenants, and for issuing marina fishing permits to non-tenants wishing to access the marina to fish.
  - When 104 permits have been issued, the gate attendant will admit no more persons to fish until such time as exiting fishermen surrender a permit.
  - Appropriate signage will be posted informing all concerned of the restriction of access and the reasons therefor.

### **Security of Marina Storage Units**

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

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