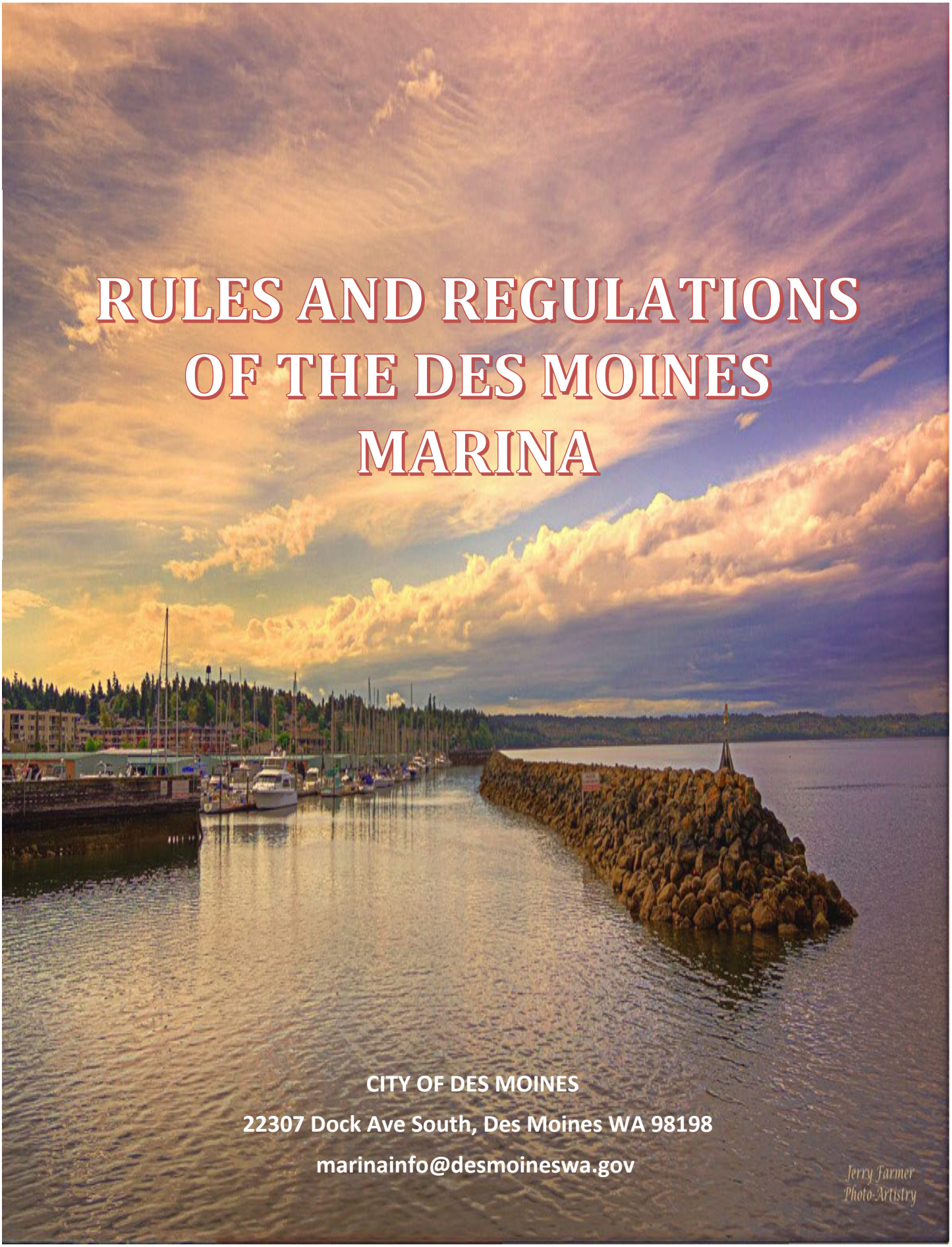
RULES AND REGULATIONS
OF THE DES MOINES
MARINA
CITY OF DES MOINES
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Jerry Farmer
Photo-Artistry

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Rules Updated: 07/31/2026
City Approved: Katherine Caffrey

Forward

Thank you for choosing the Des Moines Marina. The City of Des Moines wants to provide a safe, efficient and enjoyable atmosphere at the Marina. To ensure your safety and the smooth operation of the Marina, we require all users of the Marina facility to comply with the rules and regulations in this manual.

This Manual has five chapters. The first chapter cites the ordinances that give the City Administration the authority to make and enforce rules and regulations at the Marina. This chapter also explains the duties and obligations of Marina tenants and users, relative to the safe and efficient operation of the Marina. The second chapter contains the Marina Rules. These Rules govern the business relationships between the City and the users of the Marina. The user groups include the permanent moorage tenants and people on the waiting list for permanent moorage, the guest moorage, tenant launcher and fuel dock customers and vendors who have business in the Marina. The third chapter contains the regulations pertaining to the safe and secure operation of the Marina.

Chapter Four contains the Best Management Practices for Compliance with state and federal environmental laws. The Best Management Practices, referred to throughout this manual as the "BMP's", are a combination of rule, policy and procedure that serve as both rules and resources in how to comply with environmental laws.

Chapter Five direction on how to access the current rates and fees charged by the Marina for moorage and other services, and the basis for these rates and fees. These rates are usually updated in January and February of each year.

Occasionally, usually in response to a unique or changing condition, the City Administration, acting through the Harbormaster or City Attorney, will issue a clarification of a particular Rule or Policy. These clarifications are intended to let the users of the Marina know how the City will apply the Rules to a specific situation. Clarifications will be included in the manual as they are issued and can be found in Appendix I of this manual.

The Marina staff welcomes any comments or questions about this manual. See our website www.desmoinesmarina.com. The Marina can be contacted by telephone at 206-824-5700, email marinainfo@desmoineswa.gov or by writing to:

City of Des Moines Marina
22307 Dock Ave. South
Des Moines, WA 98198

Organization

The Des Moines Marina is a department of the City of Des Moines and is subject to all applicable laws affecting municipal corporations of the state of Washington (RCW 35A).

The Des Moines City Council sets all legislative and general policy. This consists of such ordinances, resolutions and official directives by motions that are necessary to establish and operate City departments.

The City Council meets at 6.00pmp.m. each second and fourth Thursday of each month. All meetings are open to the public. Any person may address the City Council and be heard during the "comments from the public" portion of the agenda. Persons may contact the City Clerk for agenda information (206-870-6519) or email.

The City Manager is appointed by the City Council and is responsible to the Council for the implementation of laws, ordinances, resolutions and directives. The City Manager establishes executive policy, issues administrative directives and supervises the affairs of the City.

The Harbormaster is appointed by and is responsible to the City Manager for the operation of the Marina. The Harbormaster directs the Marina's daily operations.

The Marina is divided into two separate divisions, the Administrative Division, the Service and the Maintenance Division. The Administrative Division consists of the office staff and the Harbormaster. The Harbormaster is responsible for the daily operations of the Service and Maintenance Divisions. Additional Marina staff and seasonal staff assist him in operations

Marina Contact Information

Main Office	Service/Maintenance
206-824-5700	206-960-2266
marinainfo@desmoineswa.gov	marinaservice@desmoineswa.gov

22307 Dock AVE S
Des Moines, WA 98198

WEBSITE
www.desmoinesmarina.com
www.desmoineswa.gov

Chapter 1: Compliance with Marina Rules

Introduction & Definitions

0.1. **Title**

These Rules shall be known as the "Rules and Regulations of the Des Moines Marina" or "Rules".

0.2. **Purpose**

The purpose of the Marina Rules is to promote the safe, efficient, enjoyable and equitable operation of the Des Moines Marina for the public. These Rules set forth the conditions under which permission is granted to use Marina facilities.

0.3. **Notification**

It is the user's responsibility to review or obtain a current copy of the Marina Rules/Policy & Procedures Manual from the Marina office. The Marina does not accept responsibility for mailing or delivery of the Marina rules or for ensuring that Marina users have familiarized themselves with the most current Marina regulations. Current editions of these rules will be made available in the Marina office. Charges may be applied to copy requests.

0.4. **Application**

These rules apply to all users of the Marina and its facilities. Use of the Marina and its facilities constitutes implied acceptance of the terms and duties set forth under these rules.

0.5. **Authority**

These Rules and Regulations of the Des Moines Marina are promulgated under the authority granted by the Des Moines City Council pursuant to Des Moines Municipal Code (DMMC 15.04.550, as delegated by the City Manager to the Harbormaster.

0.6. **Harbormaster**

Means the individual duly appointed by the City Manager to manage the marina and such person's authorized agents.

0.7. **Marina**

Means the Des Moines Marina and consists of those areas within the boundaries of all property owned or leased by the city adjacent to Puget Sound including but not limited to the fishing pier, the tidal and subtidal lands, the water, rock and timber breakwaters, bulkheads, gangways, floats, piers, repair grinds, pilings, upland developments, work areas, all other buildings, and the parking areas and traffic lanes.

0.8. **Definitions**

All terms not specifically defined in a Rule shall be defined by their common usage. When a definition is at issue, the Harbormaster's interpretation of the term shall stand.

0.9. **Interpretation**

- 0.9.1. The interpretation of these Rules shall be the responsibility of the Harbormaster, in consultation with the City Manager and/or City Attorney's Office as necessary.
- 0.9.2. The enumeration of certain powers of the City, the Marina, the Harbormaster, or Marina staff contained in these Rules shall not be construed to be a limitation on powers not contained in these Rules.
- 0.9.3. These Rules shall not be construed as conferring any right, duty, or obligation owed by the Marina in favor of any other party.
- 0.9.4. The failure of the City to enforce any provisions of these Rules shall not be construed as a waiver or limitation of the City's right to subsequently enforce and compel strict compliance with every provision of these Rules.

0.10. **Severability**

If any term or provision of these regulations or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these regulations shall not be affected thereby and shall continue in full force and effect.

0.11. **Hold Harmless**

Anyone visiting the Marina does so at their own risk. The Marina assumes no liability for loss of property, personal injury, or any other liability arising out of the use of the Marina and its facilities. To the fullest extent provided by law, each user of the Marina agrees to indemnify the Marina and hold the Marina harmless from any liability.

0.12. **Deception**

Includes, but not limited to: false statements, forged or fraudulent documents, knowing concealment of facts, lies of omission, and knowing failure to correct a false impression.

Enforcement of Marina Rules

(1) Authority to Promulgate and Enforce Laws, Rules, and Regulations

The Harbormaster and his agents retain broad authority to ensure the safe and efficient operation of the Marina. Under this authority, the Harbormaster may issue oral and written directives, promulgate rules and regulations, and enforce all applicable laws and regulations. The Harbormaster retains all necessary police powers to protect property, public peace, and safety within the Marina. These powers include the power to issue tickets and Notices of Infraction for violations of law and/or Marina rules. [DMMC 15.04]

(2) Duty of Marina Users to Comply with Laws and Marina Rules

Every person shall comply with the rules and regulations of the Marina and all reasonable directives (oral and/or written) of the Harbormaster, or an employee of the Marina, relative to the safe and efficient operation of the Marina. Failure to comply is a violation of the City Code and the Marina Rules and may be grounds for requiring such person to remove him/herself and/or a vessel or vehicle from the Marina, issuance of a Notice of Infraction, or any other remedy as the Harbormaster deems necessary. [DMMC 15.04]

(3) Notice of Infraction

Failure to comply with the Marina Rules is a class one civil infraction. If, in the opinion of the Harbormaster, a violation that is especially egregious or is a repeat violation may be referred to the City Attorney. The City Attorney may issue a Notice of Infraction to any person the City Attorney reasonably believes is violating any applicable law or Marina Rule. A Notice of Infraction represents a determination that a civil infraction and a violation of Marina Rules have been committed, and a monetary penalty and/or Marina fine may be assessed. The determination is final unless contested in compliance with the Des Moines Municipal Code. [DMMC 15.04]

Chapter 2: Marina Rules

RULES AND REGULATIONS OF THE DES MOINES MARINA

Rule 1.0

Moorage Terms

1.0.1. Moorage Generally

No vessel may be moored in the Des Moines Marina and no person shall moor a vessel in the Des Moines Marina except pursuant to a Moorage Agreement or otherwise provided by these Rules.

1.0.2. Moorage Agreements

Lease of individual slips in the Des Moines Marina for vessel moorage shall be granted thru Moorage Agreements as provided in Chapter 1 & 2.

1.0.3. Moorage Agreement Personal to Tenant

A Moorage Agreement and the rights and duties contained therein are personal to the "Tenant of Record" named in the Moorage Agreement; shall not be assigned or transferred to any other person(s) or entity; and terminate upon death of the Tenant, if a natural person, or dissolution of the Tenant, if a legal entity.

1.0.4. Tenant limited to one Moorage Agreement

No person shall have a beneficial interest in more than one Moorage Agreement except for commercial tenants and boating clubs as authorized by the Harbormaster.

1.0.5. Right to Moorage upon Death of Tenant

If a natural Tenant should die with a Moorage Agreement in effect, the Tenant's estate may continue moorage under the same terms as the Tenant's Moorage Agreement until the title to the Vessel passes through probate or non-probate distribution. If a surviving spouse, sibling, descendent or ancestor of the Tenant takes title to the Vessel of Record through probate or non-probate distribution, that person may, at his or her option, enter a moorage Agreement for the Vessel to remain in the same slip.

RULE 1.1

PROOF OF OWNERSHIP

To maintain the integrity of the waiting lists, it will be necessary for the Marina management to establish and continually monitor the ownership interests for each vessel moored at the Des Moines Marina. Therefore, the Harbormaster is authorized to request proof of ownership from any tenant or potential tenant at any time, not only in those situations specifically required by the service agreement or these rules, but in any other situation in which, in the opinion of Marina management, there is an imminent or potential violation of either the letter or spirit of any agreement or rule.

The tenant of record must show proof of ownership of the Vessel of Record at the time the tenant signs a Moorage Agreement and at any time upon request of the Harbormaster or his designee. Tenant of record must maintain current registration with Washington State at all times while moored (RCW 88.02.550). Vessel registration sticker reflecting valid date must be updated annually as well as providing copies of WA State Registrations to Marina office.

Initial proof of ownership may be established by:

- A current **Washington State Certificate of Title** as provided in Chapter 88.02 RCW, or
- A valid marine document as a Vessel of the United States, **USCG Documentation**, as described in RCW 88.02.550, orA valid Washington State Registration issued by the WA Department of Licensing.

In questionable transactions, the Harbormaster shall submit the file to the City Attorney for review and approval. The City Attorney may require further documentation, such as, but not limited to, one or more of the following:

- A certificate of insurance, showing the proper individuals as loss payees.
- Canceled checks, showing consideration for the sale of the vessel.
- Financing papers, showing the proper individual as the owner.
- Other documentation as needed to demonstrate proof of ownership

Obtaining or Retaining Moorage through Deception

Small boat moorage is limited in the Puget Sound area and the City of Des Moines' policy is to allocate the benefits of the Marina as fairly as possible. To that end, waiting lists have been established for all sizes of moorage. The policy and procedures related to the waiting lists are described in Rule 4.

Especially with regard to boat ownership, (and in general with all Marina/customer relations), situations arise in which the letter of the rules have been complied with, but it is obvious to a reasonable person that the spirit of the rules has been violated. These situations result in unfairness to other customers, especially those on the waiting lists.

Therefore, the Harbormaster is authorized to deny moorage, terminate moorage, or refuse to reinstate moorage to any customer if it appears that the customer has engaged in deception to obtain or retain moorage. Appeal of this decision shall be governed by Rule 9.2 of these Rules.

Unacceptable Documentation

Especially with regard to boat ownership, (and in general with regard to all Marina /customer relations), when violations of the rules are discovered by Marina staff, documentation prepared or executed after the date of discovery will not be accepted.

RULE 1.2

MOORAGE PERSONAL TO THE TENANT OF RECORD DEFINITION AND STATUS OF THE VESSEL OF RECORD

DEFINITIONS:

The **Tenant of record** is that person or persons or legal entity whose names are entered on the Marina Moorage Master Account Record and whose signature is applied to the initial service agreement. Prospective tenants must comply with Rule 2.0, (the Grandfather Clause), or Rules 5.0, 5.1, and 7.0 to be eligible to enter into a service agreement with the Marina.

The **Vessel of Record** is that vessel whose physical description and current Washington State Registration Number or current USCG Documentation number are entered on the Moorage Master Account Record.

RULE:

1.1.1 The Marina will not grant a Moorage Agreement unless and until the Tenant designates a vessel to be moored in the subject slip that complies with the ownership, condition, and other requirements of these Rules.

1.1.2 No vessel shall be accepted by the Marina as Vessel of Record unless the vessel has a current Washington State Registration Number.

1.1.3 No vessel shall be accepted by the Marina as Vessel of Record until Marina staff verifies that the vessel complies with the ownership, insurance, condition, and size requirements of these Rules by inspection.

1.1.4 Upon entry of the vessel's physical description and current Washington State Registration number or current USCG Documentation number into the Tenant's Moorage Account Record by the Marina, the vessel becomes the "Vessel of Record" for that slip. No vessel shall occupy any slip governed by a Moorage Agreement other than the Vessel of Record without written agreement of the Harbormaster.

1.1.5 A Tenant may not change Vessel of Record without the written agreement of the Harbormaster.

1.1.6 Tenants are required to maintain valid WA State Registration and decals for duration of lease agreement. Failure to provide WA State Registration annually will require the Marina to look up via Washington State Department of Licensing and tenant will be assessed a $10.00 administrative fee.

COMMENT:

Except as otherwise provided in these Rules, moorage is personal to the tenant(s), or legal entity of record and may not be assigned or transferred to any person(s) or other legal entity. Upon the death

of the tenant(s) of record or dissolution of the legal entity of record the moorage rights shall be terminated and the estate of the deceased tenant(s) shall have no interest in such moorage; provided, however, that should the vessel of record pass to the spouse, or child, the moorage may pass along with the vessel of record.

Notwithstanding the requirements of any other Rule, the ultimate test for proof of ownership in a vessel is whether the heirs of the person claiming the ownership interest would have a right to such ownership interest under the probate laws of the State of Washington upon the demise of the person or persons claiming the ownership interest; subject, of course, to all of the provisions of this rule.

The slip assigned to the tenant of record must be occupied exclusively by the vessel of record, with the exception that a tenant may sublease their assigned slip, subject to Rule 3.0. The owner of a vessel occupying a slip in violation of this rule will be subject to a penalty of $25.00 per day plus the appropriate guest moorage fee. If the penalties and fees assessed are not collectable from the owner of the vessel found in violation of this rule, the tenant of record will be responsible for such penalties and fees.

Except for commercial leases or recognized clubs, no tenant shall have a beneficial interest in more than one berth at the Marina unless authorized by the Harbormaster or their designee. The transfer of moorage to a legal entity that survives the death of one or more of its members will be subject to the approval of the Harbormaster and the City Attorney.

RULE 1.3

DEFINITION AND STATUS OF PARTNERSHIPS MINIMUM OWNERSHIP REQUIREMENTS FOR THE VESSEL OF RECORD

DEFINITIONS:

For the purpose of this rule, a **lien holder** is a person(s) or financial institution that has a recorded lien against the vessel of record for the purpose of securing a loan for the purchase of the vessel.

For the purposes of this rule, **the registered owner(s)** is the person(s) listed as the registered owner(s) on a Washington State Certificate of Title, or listed as the "owner" of a vessel carrying United States Documentation.

For the purposes of this rule, a **Partnership** exists when the vessel of record has more than one (1) registered owner or the ownership of the vessel is held by a legal entity such as a LLC or Corporation with more than one member. In cases where there is no lien holder, a **Partnership** exists if there is more than one registered owner and/or legal owner.

For the purposes of this rule, **Recognize** means that the records of the Des Moines Marina are changed to reflect the multiple ownership interest and the additional owners acquire rights identical to and derivative from the original berth holder.

COMMENT:

Partnerships that exist before application is made to the Marina waiting lists must be documented by listing each partner's name on the waiting list application. Each partner's notarized signature must also be on the application.

Partnerships that are created after the original owners application to the waiting list will not be recognized until the new partner(s) have applied and gone through the appropriate waiting list. The original owner must maintain at least a 1/3, (33%), ownership interest in the vessel of record.

Partnerships that are created after the original owner enters a moorage agreement with the Des Moines Marina will not be recognized until the new partner(s) have applied and gone through the appropriate waiting list. The original owner must maintain at least a 1/3, (33%), ownership interest in the vessel of record.

Partnerships that are created by exercising a "grandfather clause" are addressed in Rule 2.1.

At the time a partnership enters a moorage agreement with the Marina, or before a partnership is recognized by the Marina, each party to the partnership must sign a "consent to release information" form directed to the State of Washington Department of Licensing, and the partners must provide a current copy of the vessel's Washington State title. In the case of U. S. Coast Guard documented vessels, a current copy of the document must be supplied also. The Harbormaster may request a copy of a written partnership agreement or other documents pertaining to the formation of a corporation or LLC.

RULE 2.0

CONDITIONS UNDER WHICH A TENANT MAY EXERCISE THE "GRANDFATHER CLAUSE"

The purpose of this rule is to describe the conditions under which the City will recognize a transfer of boat and berth. Initially, the only tenants authorized to transfer boat and berth are those individuals who held moorage prior to **October 31, 1975**, and signed the new moorage agreement prior to that date. The purpose of this rule is to ensure that a transfer of boat and berth constitutes a genuine, bona fide and fully legal transaction and it is not a device to transfer the berth solely. The following **procedure shall apply:**

1. An audit of Marina records must verify the existence of the right to transfer boat and berth.

2. The seller must have proof of ownership of the boat being sold. The boat being sold must be the same boat as that listed on the original Marina Master Account Record.

3. The transferee must establish that the transaction was bona fide by providing the following documentation:

    (a) A notarized bill of sale.

(b) Two or more of the following documents:
   (1) Executed use tax return
   (2) Washington State Title
   (3) Insurance papers showing transferee as loss payee.
   (4) Canceled checks, showing consideration for the sale of the boat.
   (5) Financing papers, showing transferee as owner.

4. In a questionable transaction, the Harbormaster shall submit the file to the City Attorney for review, and require such additional documentation as recommended by the City Attorney.

The following time limitations shall apply to transfer of boat and berth. In a completed transaction (that is where the vendor loses all interest in the vessel at the time of sale) application for transfer of the berth shall be made no longer than thirty days after the date of sale. In a conditional sale (that is where the vendor retains title subject to payment in full of the purchase price) application for transfer of the berth may be extended, at the sole discretion of the Harbormaster, to a time no longer than eighteen months following the sale; provided, however, that (1) the application for extension is made within the thirty day period following the sale, and (2) the berth holder presents to the Harbormaster adequate documentation showing a bonafide conditional sale. In questionable transactions, the documentation shall be submitted to the City Attorney for his ruling. Failure to comply with these procedures shall result in disapproval of the berth transfer.

RULE 2.1

EXERCISING GRANDFATHER RIGHTS TO CREATE A PARTNERSHIP

DEFINITIONS:

The expression **"recognize"** means that the records of the Des Moines Marina are changed to reflect the multiple ownership interest and the additional owners shall acquire rights identical to and derivative from the original tenant.

COMMENT:

Creation of a multiple ownership interest (partnership) shall constitute an exercise of such "grandfather rights" and the berth holder shall lose any further rights to transfer boat and berth, on the grounds that sale of a part of boat and berth constitutes such exercise.

The Des Moines Marina will recognize a reverse transaction. That is, the berth holder may buy into another vessel and create a multiple ownership with the owner or owners of the vessel. This will also constitute an exercise of the “grandfather right”; the new partnership will not have the right to transfer the berth with the sale of the vessel.

RULE 3.0

TERMS AND CONDITIONS FOR SUBLEASING SLIP AND DRY MOORAGE SHEDS

A vessel other than the Vessel of Record may use and occupy a designated slip in the Marina during the term of and subject to the conditions of a Sublease Agreement granted in accord with this Rule.

DEFINITIONS:

Sublease: means the occupancy and use of a slip by a vessel other than the Vessel of Record under an agreement between the Tenant of Record, the Marina, and the Subleasee.
Sublease Vessel: means the vessel authorized to occupy a slip under a Sublease Agreement
Subleasee: means the registered owner of a vessel who has signed a Sublease Agreement

COMMENT:

Terms and Conditions for Subleasing – General
All subleasing will be done through the Marina office. No Sublease agreement shall be granted without a signed agreement from the Harbormaster or designee.

1. A sublease must be a minimum of one month in duration. The Sublease agreement shall be for a term of a number of whole months and fall on a calendar month or months.
3. The Marina office will bill each subleasee directly for moorage and electricity and the subleasee will pay the Marina directly for the amount billed each month.
4. The permanent tenant's account will be credited for moorage according to the terms listed Chapter 5 – Rates & Tariffs.
5. To facilitate subleasing, the Marina will maintain an informal list of boat owners who are looking for subleases. Tenants who want to sublease their slip may sublease to a person of their own choosing, or have the Marina office arrange the Sublease with a boat owner from the list.
6. Rules apply to Subleasee. All duties and conditions imposed on Tenants under these Rules shall apply to Subleasees.
7. A Sublease Agreement shall apply only to the Subleasee, Sublease Vessel, and slip number identified in the agreement and only for the term of the agreement.
8. Termination of sublease: A Sublease Agreement may be revoked at any time and without prior notice by the Harbormaster for a violation of any of the conditions listed in the Sublease Agreement; for failing to maintain the Sublease Vessel in an Operable and Seaworthy condition; or for violating any Marina rule, policy, or a directive issued by the Harbormaster.
9. Tenant may not sublease a slip for the purpose of any type of vacation rental.

For Tenants:

1. Tenants may sublease their slip for no more than six months in any twelve-month period. If tenant has sold vessel, the new owner can sublease the slip for a maximum of 4 months past the sale date.
2. Tenants who want to sublease to a subleasee of their own choosing must notify the Marina office and have a signed sublease agreement in place before the beginning of the sublease. Tenants who would like the office to arrange a sublease for them must give the office at least two weeks' notice.

For Subleasee's

1. All subleasee's must complete and sign a Marina Sublease Agreement.
2. Subleasee's will be subject to all of the Rules and Regulations of the Des Moines Marina, and all City of Des Moines Ordinances that apply.
3. Subleasee shall pay the first month's moorage and fees plus a security deposit equaling one months' moorage and fees at the time the Sublease Agreement is signed. The security deposit shall be applied towards the last month's moorage and fees.
4. Subleasee must provide Marina proof that the Subleasee meets the ownership and insurance requirements described in Marina Rules 1.0, 7.0, and 14.0.
5. No living aboard. No person or persons shall live aboard a sublease vessel and no liveaboard agreement shall be granted to a sublease. No sublease shall allow any person to live aboard a sublease vessel. Violation of this Rule shall be grounds for immediate termination of sublease agreement.

RULE 4.0

ESTABLISHING WAITING LISTS FOR ALL CLASSES OF MOORAGE ESTABLISHING RULES AND PROCEDURES FOR ENTERING THE WAITING LISTS, MAINTAINING THE LISTS, OFFERING MOORAGE AND ENTERING INTO A CONTRACT FOR MOORAGE SERVICES WITH THE DES MOINES MARINA

The City of Des Moines has established the policy that all moorage will be assigned by using the waiting list procedure. If, in the opinion of the Harbormaster, in consultation with the City Manager and the City Attorney, moorage has been obtained at the Marina in violation of this Rule, the moorage will be terminated. In such cases, the burden of proof that this Rule and all other Marina Rules, policies and procedures have been faithfully complied with will rest with the moorage holder.

Waiting lists have been established for all classes of moorage in the Marina. These lists are made up of the numbers of the waiting list applications that conform with all of the provisions of this Rule. When the Marina accepts a waiting list application, the application is placed at the bottom of the appropriate list. Moorage, when it becomes available, will be offered to the next applicant on the appropriate list with the lowest entry date. The following lists will be kept.

OPEN	COVERED
20	20
24	24
28	28
N|A	30
32	32
36	
38	
40	
44	
46	
48	
50	
52	

45/50	DRY SHEDS
48/54	
56/62	
63/82	
83/98	

Entry Procedures:

Any person or persons may place themselves on any list by complying with the following entry procedures.

- The applicant(s) shall complete and sign a Marina Waiting List Application and be assigned an account number.
- The applicant(s) will pay a non-refundable fee of $. $50.00

Applicants will be given a copy of the completed waiting list application and a copy of this Rule and Rule 7.0, (Appropriate Vessel Size). The applicant's number will be placed on the appropriate list and posted at the Des Moines Marina office. An applicant(s) many enter any number of waiting lists, as long as the entry procedures, including deposit, are followed for each list type.

Waiting List Fee:

Applicant(s) shall pay an annual waiting list service fee of $30.00. The amount of the annual fee is listed in Chapter 5 – Rates & Tariffs and will be billed on the anniversary month of the applicant's placement on the list. Applicants who are on multiple lists will be assessed a fee for each list. Partial payments shall be credited to the list with the oldest entry date. Applicants, who fail to pay the annual fee within 30 days of the date due, will be removed from the waiting list for which the fee was due.

Notification and Signing Letter of Intent:

When a berth becomes available, the applicant with the lowest application entry date from the appropriate waiting list will be notified in writing, by phone, or by email of the availability of a berth. The applicant shall be responsible for keeping the contact information on the waiting list application current. The City of Des Moines Marina accepts no responsibility for mailing procedures or delivery other than the correct posting of said application using the address on the corresponding waiting list application. The applicant shall have ten (10) days from the date on the notification to contact the Marina office and sign a letter of intent, stating that the applicant will comply with the conditions set forth in these Rules and Regulations and will enter into a contract for moorage services with the City of Des Moines Marina. If the applicant fails to respond and sign a letter of intent within the ten-day period, the applicant's name shall be withdrawn from the waiting list and the person with the next earliest priority shall be notified and offered the slip.

Fees:

At the time of the signing of the letter of intent, the applicant shall pay a security deposit in the amount of one month's moorage (Security Deposit) plus moorage and leasehold tax for the current month. The first month's moorage will be pro-rated to the 1st or 16th th of the month, whichever is closer to the date of acceptance.

Compliance with Rule 1.0 and Rule 7.0:

Within 30 days from the date the letter of intent is signed, the applicant shall provide the Marina office with proof of compliance with Marina Rule No. 1 (Proof of Ownership) and Rule No. 1.1 (Vessel

of Record). Marina staff will verify that their vessel is the appropriate size for the moorage offered, Rule No. 7, (Appropriate Vessel Size). The Harbormaster may grant reasonable extensions to the 30-day period, but such extensions must be in writing and signed by the Harbormaster or designee.

Entering into a Contract for Moorage Services:

When the applicant complies with the provisions of Rules 1.0, 1.1 and 7.0, the applicant and the City of Des Moines Marina may enter into a contract for moorage service, at which time the applicant will become the "**tenant of record"** for the assigned slip, with all the rights and duties of a tenant of the Marina.

Waiting List Number Personal to Applicant:

Rights acquired by being placed on the waiting list are personal to the applicant(s) and may not be assigned. No change of applicant(s) will be recognized after this application is executed, including, but not limited to, addition of names. If an applicant desires the application to be in the name of a marital community, both the husband and wife shall sign the application. If applicant becomes married subsequent to the date of application, a spouse may be added with signed permission of the Harbormaster, and the applicant will be required to produce a marriage certificate.

Failure to Comply:

Failure to comply with the requirements of Rules 1.0, 1.1, and 7.0 within the 30-day time period, plus extensions granted by the Harbormaster, will result in the immediate termination of moorage. The termination notice will be in writing, but without the necessity of any other notice requirement found in these rules. Further, the applicant will not have any of the appeal rights set forth in other parts of these rules.

List Available for Inspection:

The Marina office shall maintain the wait list and make summaries available upon request. If a dispute should arise with respect to the order of a list, priority as determined by the date of applications on file with the Marina office shall govern.

List is Expectancy:

Actions at applicants own risk. Acceptance onto a waitlist does not confer any contractual, legal, or equitable right to moorage in the Marina. Acceptance onto a waitlist does not vest any right to any particular Moorage Agreement, Marina Rules or City Ordinances. The marina does not represent, warrant, or guarantee that moorage will become available in any time frame, or at all. Any actions taken by an applicant on the expectation of moorage shall be at the applicant's own risk.

RULE 4.1

ESTABLISTHING WAITING LIST PROCEDURES FOR APPLICANTS WHO OWN MULTI-HULLED VESSELS

Applicants who own trimarans will be placed on the list appropriate to the length of the trimaran. When the applicant's number reaches the top of the list, before moorage is offered to the applicant, the Harbormaster will determine if the moorage available is appropriate for a trimaran. If it is not, the applicant may remain at the top of the list until appropriate moorage does become available, or they choose to withdraw.

The following conditions will apply in all cases:
All "trimaran" waiting customers will have identifying letters of of “TRI” or the word “Trimaran” on waitlist application.

- When appropriate moorage becomes available, the applicant must place a trimaran in the moorage within the three-month period. The applicant will not be allowed to list another type of vessel as the boat of record.
- The decision as to whether a particular moorage is appropriate for a trimaran shall be made by the Harbormaster in their sole discretion and shall be based solely on considerations of safe and efficient operation of the Marina.
- In the event there is no longer a waiting list applicants application will be transferred to the bottom of the tenant transfer waitlist.
- All other conditions of Rule 4.0 must be met, including compliance with Rules 1.0, 1.1, & 7.0.

RULE 4.2

ESTABLISHING PROCEDURES FOR CHANGES IN BERTH ASSIGNMENTS WHEN A CURRENT TENANT IS OFFERED NEW MOORAGE

Many of the Marina's current tenants are also on waiting lists for other classes of moorage. This rule establishes the procedure for changing slip assignments when a current tenant is offered new moorage. Generally, the new moorage is larger, and one of the following situations applies:

The current tenant's vessel is over length for the class of moorage they currently occupy, and their vessel may or may not be the appropriate size for the new moorage.

- The current tenant's vessel is not the appropriate length for the new moorage, and the tenant anticipates selling their current vessel and purchasing a new vessel that is the appropriate size for the new moorage.

When the new moorage becomes available, the current tenant will be notified following the procedures in Rule 5 and all of the provisions of Rule 4.0, Rule 1.1 and Rule 7.0 will apply.

If the current tenant's vessel is over length for their current class of moorage, they must accept the new moorage, relinquish their current moorage, and move as soon as possible. If they do not do so already, the current tenant will have four months to comply with the provisions of Rule 4.0, Rule 1.1, and Rule 7.0.

If the current tenant's vessel is not the appropriate length for the new moorage, they will be permitted to sublease either their current slip or the new slip for a period of four months from the date of accepting the new moorage. The current tenant will have four months to comply with the Rule 4.0, Rule 1.1, and Rule 7.0. If they fail to comply within the four-month time period, and the old moorage has not been terminated, the current tenant may return to the old moorage. It is the City's intention in this situation to allow the current tenant to sublease either the old moorage or the new moorage in order to facilitate the selling of the old vessel and/or purchase of a new vessel.

As stated in Rule 4, in either case, the Harbormaster may allow reasonable extensions of the four-month period, for sufficient cause. It is the Harbormaster's sole discretion as to what constitutes sufficient cause.

RULE 4.3

ESTABLISHING PROCEDURES FOR EXCHANGING A SLIP ASSIGNMENT

This rule establishes the procedure for exchanging slips. The Marina office will maintain a "Request to Move" list for each class of moorage offered. The following procedures will apply:

- **A NON-REFUNDABLE, ONE-TIME, REGISTRATION FEE OF $40.00** Will be charged. This fee is an administrative fee. The registration fee does not apply to moorage and it is non-refundable.
- Request to move assignments will be based upon, first the ***Request to Move Date*** and, second, the ***applicant's moorage contract date***. Moves made to accommodate a physical disability or to improve navigation within the Marina waterways may be given priority. These moves will be reviewed and approved by staff.
- If any applicant on the request to move list fails to accept the new berth assignment or cannot be contacted within **seventy-two hours** of the date the new slip assignment is offered, the listing will be cancelled.
- It shall be the responsibility of the applicant to make arrangements to move their vessel to the newly assigned slip on the date it is available.
- It shall be the responsibility of the applicant to provide an alternate contact party in the event the applicant cannot be reached.

All requests to move are subject to the approval of the Harbormaster and may be denied if, in the Harbormaster's opinion, the slip exchange would not be in the best interest of the Marina.

RULE 5.0

MARINA FEES AND CHARGES, FAILURE TO PAY, APPLICATION OF LATE FEES, TERMINATION FOR FAUILURE TO PAY MOORAGE, AND REINSTATEMENT OF MOORAGE

Moorage Agreements Types

Month-to-Month:

All Moorage Agreements shall be Month-to-Month, unless a pre-approved yearly lease is permitted in writing. The first term of a month or fraction thereof shall end on the last day of the calendar month the tenancy begins and each succeeding month term shall fall on a calendar month.

Year-to-Year:

With the approval of the Harbormaster or designee, a tenant may be granted a Moorage Agreement on a Year-to-Year basis for slips of 24- 28 feet.. The first year term of a Years-to-Year lease shall end on the last day of the twelfth calendar month of the tenancy (i.e. January 1st to December 31st). Each succeeding term shall fall on twelve consecutive calendar months. Termination of a Year-to-Year Moorage agreement must be made in writing to the Harbormasters office on or before the eleventh month of the agreed year lease. If termination of a Year-to-Year agreement takes effect prior to the start of the 11th month, moorage rate will be prorated to the monthly rate that was in effect at time Year-to-Year agreement began.

Seasonal Month-to-Month Moorage:

Seasonal rates apply to any moorage agreement that begins on or after March 1st and prior to October 31st of any given year. Seasonal rates apply to 28' slips and smaller.

COMMENT:

1. Marina fees and charges are payable in advance. A statement showing the current amount of moorage due and any past due amounts will be mailed on or about the 30th of the month previous to the month for which moorage is due. The date may vary by a day or two due to weekends, holidays, vacations, etc.

2. Marina fees and charges are due on the 15th of the month and are considered delinquent on the twentieth day of that same month. Delinquent accounts are subject to a penalty in the amount of 3% of the balance due.

3. Tenants who pay their moorage with electronic funds transfers, (ACH), will have their accounts debited between the 8th and 10th of the month.

4. Delinquent accounts that remain delinquent for two consecutive months, with the deadline of the 15th by the second past due month, must be paid in full or the account will be terminated.

5. On the sixteenth of the month, termination notices will be sent to all accounts that are two months overdue at that time. Termination is effective on the date of the notice of termination. The notice will describe the privilege of reinstatement and the conditions under which reinstatement will be granted. Termination for failure to pay moorage is not subject to appeal.

6. Tenants are granted the privilege of reinstatement of moorage by paying within ten days following the termination date all Marina fees and charges then due and payable, all delinquency penalties, and a two hundred dollar ($200.00) reinstatement fee.

7. Tenants shall be eligible for one (1) reinstatement following termination for cause due to account delinquency. Any subsequent delinquency shall result in a second termination for cause, and the tenant shall no longer be eligible for reinstatement.

RULE 5.1

MOORAGE FACILITIES—RULES AUTHORIZED—PORT CHARGES, DELINQUENCY—ABANDONED VESSELS, PUBLIC SALE

Impoundment for Failure to Pay Marina Charges

The Harbormaster adopts the following procedures authorizing Marina personnel to take reasonable measures, including the use of chains, ropes, and locks, or removal from the water, to secure vessels within the moorage facility so that the vessels are in the possession and control of the Harbormaster and cannot be removed from the moorage facility. These procedures may be used if an owner mooring or storing a vessel at the moorage facility fails, after being notified that charges are owing and of the City's right to commence legal proceedings, to pay the account in full. Adoption of these procedures is not intended to limit or constrain the ability and authority of the Marina to utilize the derelict vessel procedures contained in chapter 79.100 RCW.

Notification shall be by registered mail and/or emailed to the owner at the owner's last known address In the case of a transient vessel, or where the owner furnished no address, the Harbormaster need not give such notice prior to securing the vessel.

At the time of securing the vessel, an authorized Marina employee shall attach to the vessel a conspicuous notice. The notice shall be of a reasonable size and shall contain the following information:

(1) The date and time the notice was attached.
(2) A statement that if the account is not paid in full within 90 days from the time the notice is attached, the vessel will be considered abandoned and may be sold at public auction to satisfy the Marina charges; and
(3) The address and telephone number where additional information may be obtained concerning release of the vessel. [DMMC 15.04.520 & RCW 53.08.320]

After a vessel is secured, the Harbormaster shall make a reasonable effort to notify the owner by registered mail in order to give the owner the information contained in the notice. [Ord. IO 1 1,Vl & RCW 53.08.320]

Impoundment to Prevent Damage:

The Harbormaster may move moored vessels ashore for storage within properties under the Harbormaster's control or for storage with private persons under their control and bailees of the moorage facilities, if the vessel is, in the opinion of the Harbormaster, in danger of sinking or creating other damage. The cost of such procedures is paid by the vessel’s owner. [DMMC 15.04.530]

Owners Right of Redemption:

If a vessel is secured or moved ashore for failure to pay or moved ashore because it is in danger or sinking, the owner who is obligated to the Marina for Marina charges may regain possession of the vessel by making arrangements satisfactory with the Harbormaster for the immediate removal of the vessel from the moorage facility or for authorized moorage; and making payment to the Marina for all Marina charges, or by posting with the Marina a sufficient cash bond or other acceptable security to be held in trust by the Harbormaster pending written agreement of the parties with respect to payment by the vessel owner of the amount owing, or pending resolution of the matter of the charges in a civil action

in a court of competent jurisdiction. After entry of judgment, including appeals in a court of competent jurisdiction, or after the parties reach agreement with respect to payment, the trust shall terminate and the Marina shall receive so much of the bond or other security as is agreed, or as is necessary to satisfy any judgment, cost, and interest as may be awarded to the Harbormaster. The balance shall be refunded within five working days to the owner at the owner's last known address. [DMMC 15.04.540 (1)]

Sale of Abandoned Vessels:

If a vessel is secured by the Harbormaster and is not released to the owner under the bonding provisions of this section or under other arrangements satisfactory to the Harbormaster, within 90 days after notifying or attempting to notify the owner under subsection (b), the vessel is conclusively presumed to have been abandoned by the owner. [DMMC15.04.540 (2)]

If a vessel moored or stored at a moorage facility is abandoned and deemed in derelict condition by the Harbormaster, in conjunction with DNR regulations, the Harbormaster may authorize the disposal of this vessel by any means environmentally necessary. Any fees associated with the removal/disposal of the vessel will be the legal owner/entity's responsibility.

If a vessel moored or stored at a moorage facility is abandoned, the Harbormaster may, by resolution of the City council, authorize the public sale of the vessel to the highest and best bidder for cash as follows:

(1) Before the vessel is sold, the owner of the vessel shall be given at least 20 days' notice of the sale in the manner set forth in subsection (b) if the name and address of the owner is known. The notice shall contain the time and place of the sale, a reasonable description of the vessel to be sold, and the amount of Marina charges owned with respect to the vessel. The notice of sale shall be published at least once, but not more than 20 days before the sale, in a newspaper of general circulation in King County. Such notice shall include the name of the vessel, last known owner and address, and a reasonable description of the vessel to be sold. The Marina may bid all or part of the Marina charges at the sale and may become a purchaser at the sale.

(2) Before the vessel is sold, a person seeking to redeem an impounded vessel under this section may commence a lawsuit in the superior court of King County to contest the validity of the impoundment or the amount of the Marina charges still owing. Such a Lawsuit must be commenced within 10 days of the date the notification was provided pursuant subsection (b), or the right to a hearing is deemed waived and the owner is liable for any Marina charges owing the Marina. In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees and costs.

(3) The proceeds of a sale under this section shall first be applied to the payment of Marina charges. The balance, if any, shall be paid to the owner. If the owner cannot in the exercise of due diligence be located by the Harbormaster within one year of the date of the sale, the excess funds from the sale shall revert to the Department of Revenue pursuant to Chapter 63.29 RCW as presently constituted or as may be subsequently amended. If the sale is for a sum less than the applicable Marina charges, the Marina is entitled to assert a claim for a deficiency.

(4) In the event no one purchases the vessel at a sale, or a vessel is not removed from the

premises or other arrangements are not made within 10 days of sale, title to the vessel will revert to the City. [DMMC 15.04.540 (3)]

The Harbormaster must conspicuously post at the Marina all adopted regulations related to impound and sale of vessels.

RULE 5.2

CALCULATION OF MOORAGE RATES

This rule describes the method by which the Marina calculates moorage rates.

Moorage rates are set by Ordinance of the Des Moines City Manager and are available at the Harbormaster Office and /or on the City's website. Monthly moorage rates are calculated on the basis of the overall length of the vessel as defined in Rule 7.0. The per foot rate for the moorage class to which the vessel is assigned is multiplied by the overall length of the vessel or the length of the moorage, whichever is greater. Tenants shall also pay all applicable taxes to include state and local leasehold excise tax.

RULE 6.0

FAILURE TO UTILIZE

The Des Moines Marina exists to promote active boating and to serve as many active boaters as practicable. Based on that principle, the Marina expects that tenant(s) will occupy the moorage continuously, subject to reasonable absences for reasonable purposes. Therefore, should a tenant fail to have a Vessel of Record at his moorage in the Des Moines Marina for a period of one year (including periods of usage by other boats with permission of the Harbormaster) tenant shall be considered to have abandoned their moorage. Tenant shall be given a notice of termination which shall terminate any rights to such moorage as of the date of such notice; provided, however, the Harbormaster is authorized to extend such one year period to accommodate a tenant who shows proof that they are having a vessel built and the period for construction will exceed one year. The fact that the tenant is current in moorage charges shall be irrelevant in the application of this rule.

RULE 7.0

APPROPRIATE VESSEL SIZE

This rule describes the standards by which the Harbormaster shall determine whether a vessel is of an appropriate size for moorage. The decision of the Harbormaster will be final. This rule is applicable to customers who have been offered moorage or changed moorage subsequent to the date of this rule and to customers who have acquired a new vessel of record.

Effective 09/15/2025, there will be **no overhang allowance** for vessels moored on the **new L, M, and N Docks, or the North side of K Dock**. All vessels assigned to these docks must fit entirely within the designated slip length, including (but not limited to) swim steps, anchors, dinghy's, rails lifted motors and any other form of vessel extensions.

The existing **Overhang Policy** will remain unchanged for **all other slips** within the Marina.

Additionally, any **vessel currently moored on N-Dock that exceeds the new slip length** and overhangs into the fairway is considered **outside of Marina policy related to size**. These vessels may remain in place under their current ownership; however, **the slip assignment and vessel will be NON-transferable**. Any sale or change in ownership will result in the termination of moorage for that vessel, as overhanging boats will not be permitted to remain in the Marina under new ownership. The overhang allowance will not be permitted for a new vessel if owner replaces boat.

DEFINITIONS:

Overall Length: The expression "overall length" means a measurement in a straight line parallel to the keel from the foremost part of the vessel to the after most part, including sheer, bowsprits, bow pulpits, rudders aft of the transom, outboard motors, dinghies, and associated mounting hardware.

COMMENT:

Appropriate/Inappropriate Length: A vessel is of an inappropriate length if its overall length is less than the length of the next lower class of moorage. For example, for a vessel to be appropriate for a 40-foot berth, its overall length must be at least 36 feet. A vessel is of an inappropriate length if its overall length exceeds by ten percent (10%) the designated moorage size. If moorage is of the lowest class (20 foot), the overall length shall be at least 16 feet.

Appropriate/Inappropriate Width: In open moorage a vessel will be of an inappropriate width if the width of the vessel exceeds 45 percent of a double berth, except the Harbormaster is authorized to exceed this minimum standard in cases where the width of the companion vessel in the double berth is such that both vessels safely fit the double berth. In covered moorage, a vessel is of an appropriate width if it clears the float to either side of the vessel without modification of the float.

Appropriate/Inappropriate Height: A vessel is of an appropriate height it if clears overhead structures. Alterations to overhead structures are not permitted. Alterations to exterior walls are only permitted under the following circumstances.

(1) Alterations are limited to traditional "cutouts".

(2) The Harbormaster or the Harbormaster's designee must approve alterations.
(3) The Marina staff must do actual alteration work.
(4) The tenant shall reimburse the Marina for alterations at current posted rates.

Enforcement Policies: Information regarding appropriate vessel size will be given to waiting list applicants, and any offer of moorage is contingent on compliance with the appropriate size requirements of this rule. The vessel of any prospective tenant will be measured by the Marina staff to verify appropriate size.

- A Vessel of Record shall not have an Overall Length that falls outside of the range for the assigned slip sizes listed.
- A Vessel of Record assigned to a double berth shall have a width no greater than 45% of the width of the double berth, except as authorized by the Harbormaster when the width of the companion vessel will safely allow.
- A Vessel of Record shall have a height no greater than will allow the vessel to safely clear overhead structures.
- A Vessel of Record assigned to a covered slip shall have a width no greater than will allow the vessel to clear the floats to either side without modification of the float.
- Once a Vessel of Record has been measured by Marina staff, no modification or changes to vessel size may occur without advance written authorization from the Harbormaster or Designee. Changes to vessels without advanced authorization are subject to $100 fine along with back billing the rate difference for the length increase from when the initial measurement was performed.

RULE 7.1

DEFINING APPROPRIATE DINGHY SIZE AND CONDITIONS FOR STORAGE

The purpose of this rule is to prevent the occupancy of a berth by a vessel other than the vessel of record under the pretext that the occupying vessel is the "dinghy" of the vessel of record.

DEFINITIONS:

Dinghy: For the purpose of this rule, a dinghy shall mean a small boat, the length of which does not exceed the maximum beam of the vessel of record.

Length: For the purpose of this rule, length shall mean the over-all length of the dinghy, including the outboard and any other attached equipment.

Beam: For the purpose of this rule, beam shall mean the maximum width of the hull of the vessel of record.

COMMENT:

No dinghy shall be placed in the water in a berth other than the dinghy, which is customarily **carried on** the vessel of record. This rule shall be applicable whether or not the vessel of record is occupying the berth at the time.

The Harbormaster is authorized to measure any dinghy to determine if it is the appropriate size for the vessel of record. The Harbormaster is also authorized to deal with any vessel found in a berth in violation of this Rule in accordance with Rule 1.1 and pursuant to any other authority granted under the Rules and Regulations for the Des Moines Marina or the Ordinances of the City of Des Moines.

RULE 7.2

APPROPRIATE SIZE VESSEL FOR DRY SHED STORAGE AND CONDITIONS FOR USE OF SHEDS

The purpose of this rule is to encourage the use of the Dry Sheds for the storage of a small boats.

DEFINITIONS:

Dry Shed Rate: The rental rate applied to a shed used to store a boat of appropriate size, on a trailer or cart.
Storage Rate: The rental rate applied to a shed used exclusively to store non-boating personal property.

COMMENT:

An appropriate sized vessel for Dry Shed storage is at least 16 feet long and mounted on a trailer or cart capable of being moved to and from the shed. . . The boat and trailer/cart combination must be able to enter and exit the dry shed without any modification to the structure of the building. A boat meeting these criteria is eligible for the Dry Shed Rate.

The Storage Rate will be applied to Sheds used to store household goods, furniture and other personal property without the presence of an appropriate sized vessel as defined in the preceding paragraph.

KAYAK SHEDS:

An appropriate number of dry sheds will be designated by the Harbormaster for kayak/small craft storage. To be eligible for this storage a kayak, canoe or other craft must be of such a size and weight that it can be safely stored on the racks provided in the Kayak sheds. Other items related to the craft like paddles, covers, lines, etc. may be stored in the shed also as long as they do not block access to other people's boats. The rates for kayak/small craft storage will be set by the City Manager.

EXCEPTIONS:

Businesses that have a lease with the City of Des Moines for the use of Marina property may use a dry shed for storage of items related to the conduct of their business. The rental rate for such use will be negotiated and set forth in the lease.

A yacht club or boating organization may use a shed for the storage of equipment and gear used to conduct their programs or activities. Such use will be eligible for the dry shed rate.

RULE 8.0

GUEST MOORAGE

The purpose of this rules is to identify the regulations that the guest moorage dock for temporary stays is regulated by. All duties and conditions imposed on Tenants under these Rules shall apply to owners and operators of vessels in Guest Moorage. Fees, rates and penalties associated with Guest Moorage are posted in Chapter 5 – Rates & Tariffs.

DEFINITIONS:

Rafting: means the tying of a vessel to and alongside another vessel for moorage, rather than directly to a dock or float.
Guest Moorage: is defined as those non-permanent moorage areas of the Des Moines Marina set aside for temporary and transient use, and vessels in Guest Moorage shall be known as "guest vessels".

COMMENT:

Guest Moorage Generally:
Vessels not permitted to moor in the Marina under a Moorage Agreement or Sublease shall not moor in the Marina except under permit from the Marina in the designated Guest Moorage area. All guest vessels shall moor in areas designated as Guest Moorage by the Harbormaster or his designees, but in no event shall any guest vessel moor at the fuel dock or beneath the boat launcher traffic area. Picture ID must be provided.

Obtaining Permit:
All guest vessels seeking and/or tying up to the Guest Moorage dock must proceed immediately to the Fuel dock to obtain permission to moor from the Harbormaster or their designees. Overnight moorage fees must be paid in advance; provided, however, if a guest vessel arrives after Marina hours, the permission, registration, and payment of moorage fees may be deferred until no later than 12:00 noon the following day. Failure to timely receive permission, register and pay fees in advance shall result in an additional penalty assessed per day of violation and the vessel may be impounded and all impound remedies and fees shall apply. During times of the year when the Marina may expect large numbers of transient vessels, the Harbormaster may establish in writing the maximum number of days in any calendar month a guest vessel may be allowed in Guest Moorage. Picture ID may be required for any person seeking to moor a vessel for two or more consecutive days.

Insurance:

No vessel may moor in Guest Moorage without having in full effect insurance meeting the minimum requirements for Tenants set forth in Rule 14. Owners and operators must provide proof of insurance at the time permission to moor in Guest Moorage is obtained. Insurance verification for guest staying longer than one day can be made at any time without notice. Vessel owners unable to provide valid proof of insurance (declaration page) upon request will be required to vacate Marina property immediately.

Deposit:

The Harbormaster shall determine a reasonable deposit for vessels seeking Guest Moorage, based on the nature of the vessel as being one that is likely to be abandoned and to account for the Marina's cost to dispose of the vessel if abandoned, less the proceeds of a sale. If the Harbormaster determines a deposit is appropriate it shall be paid before a Guest Moorage permit is issued.

Condition of Vessel:

All vessels in Guest Moorage shall be in operable and seaworthy conditions at all times, except when remedying an emergency condition. If the vessel is in an emergency condition, the condition must be remedied as soon as possible. If more than minor repairs are required, as determined by the Harbormaster, the vessel shall not remain in Guest Moorage. No extensive work on a vessel shall be allowed in Guest Moorage, and whether the work is "extensive" shall be at the sole discretion of the Harbormaster or their designee.

Commercial Vending:

Any vessel or business wishing to moor or unload product via Marina property will be required to pay a daily $150.00 landing fee. If commercial unloading is continuous (more than one day a year) the vendor and or vessel operator/owner will be required to provide proof of insurance for the vessel(s) and/or business in operation reflecting a minimum $1,000,000 liability coverage. Insurance policies will also be required to list the City of Des Moines Marina as an additional insured.

No Living Aboard:

No person shall Live Aboard a vessel in Guest Moorage in excess of 7 days per month unless authorized by the Harbormaster or designee. No person shall allow any other person to Liveaboard a vessel in guest moorage.

Rafting:

The Harbormaster may require vessels to Raft in Guest Moorage, and vessels may be required to allow other vessels to raft to them. No vessel shall Raft in Guest Moorage except with the express permission of the Harbormaster or designee or if no other available Guest Moorage exists.

Relocation:

All Guest Moorage vessels shall be subject to relocation at any time to the sole discretion of the Harbormaster or their designee for safety, for efficient use of Guest Moorage or any other reason without notice.

Termination:

The Harbormaster or designee may terminate permission to moor in Guest Moorage at any time without prior notice whenever the Harbormaster or designee determines that termination is in the best interest of the Marina.

RULE 9.0

ESTABLISHING PROCEDURES FOR TERMINATING MOORAGE

All tenants, whether on a permanent, seasonal, annual, or pre-pay agreement, are required to give **written** notice to the Marina office at least thirty (30) days prior to the first day of the month in which termination is desired, except termination by default. .

Termination notice forms can be found online at www.desmoinesmarina.com or by visiting the Marina office. Acceptable ways to deliver a termination notice is by visiting the Marina office during office hours, drop in outside mail drop box, mail to office address, or email.

RULE 9.1

ESTABLISHING PROCEDURES FOR TERMINATING A TENANTS MOORAGE FOR CAUSE OTHER THAN FAILURE TO PAY MOORAGE FEES

The Harbormaster may terminate any agreement governed by these Rules without prior notice when the Harbormaster determines that the other party to the agreement has obtained the agreement through deception or has engaged in deception in an attempt to avoid termination of the agreement. The Harbormaster is authorized to terminate the moorage of any tenant found in violation of any Marina Rule. The Harbormaster is also authorized to terminate the moorage of those tenants found in violation of those sections of Chapter 15 of the City of Des Moines Municipal Code that specifically provide for termination of moorage as a penalty for violation. Additionally, the Harbormaster is authorized to terminate the moorage of any tenant who violates a direct order of the Harbormaster or any laws or rules of the City of Des Moines.

The notice of termination shall include the following information:

- The Rule and/or Ordinance and/or Directive that was/were violated and the approximate dates of the violation(s).
- The date the termination is to take effect.
- The tenant's appeal rights as set forth in Rule 9.2.

Notice of termination shall be sent to the email and/or mailing address designated for service of notice and conspicuously posted on the vessel that is the subject of the agreement.

Tenants are granted the privilege of a one-time reinstatement of moorage should the account become in compliance within 10 days of termination date and the payment of a two hundred and fifty dollar ($250.00) reinstatement fee.

Should a tenant be terminated for cause for a second occurrence for non-payment or any other policy violation and the account has been reinstated previously, there will no longer be an option for a second reinstatement and the appeal process will have been forfeited due to continued occurrence.

RULE 9.2

ESTABLISHING PROCEDURES FOR APPEALING ADMINSTRATIVE DECISIONS MADE BY THE HARBORMASTER AND ESTABLISHING PROCEDURES FOR APPEALING TERMINATION NOTICES

Appeals from Administrative Decisions

Any Marina tenant, occupant, or applicant who feels aggrieved by a decision of the Des Moines Harbormaster relative to interpretation of Rules and Regulations of the Des Moines Marina may appeal such decision in writing to the City Manager of the City of Des Moines. The City Manager may require a written statement under oath. Any such appeal shall be taken by filing the same in writing with the City Clerk within ten (10) days of the decision of the Harbormaster. Any Marina tenant, occupant or applicant who thereafter feels aggrieved by the decision of the City Manager of the City of Des Moines relative to interpretation of Marina Rules and Regulations may appeal such administrative decision to the Hearing Examiner, and thereafter to the City Council of the City of Des Moines, in accordance with Chapter 18.240 of the Des Moines Municipal Code. Any such appeal shall be taken by filing the same in writing with the City Clerk within ten (10) days of the decision of the City Manager. For the purposes of appeals under Chapter 18.240 of the Des Moines Municipal Code the written decision of the City Manager, communicated to the tenant, applicant or occupant shall constitute the final administrative action. As an alternate procedure, the City Manager is authorized, at their discretion, to forward any appeal from the decision of the Harbormaster directly to the Hearing Examiner for review of the administrative decision. This shall be referred to as an expedited appeal. In an expedited appeal, the administration may take any position or no position before the Hearing Examiner or City Council. On any appeal to the Hearing Examiner, or thereafter to the City Council, the rules of procedure set forth in Chapter 18.240 of the Des Moines Municipal Code shall prevail.

Appealing Notices of Termination

If a tenant wishes to appeal a notice of termination they shall file a written notice of appeal with the City Manager of the City of Des Moines within 10 days of the date on the notice of termination. The City Manager may require a written statement under oath. In the absence of a timely appeal, the Harbormasters decision will be final and binding.

If the City Manager upholds the Notice of Termination and the tenant wishes to do so, they may further appeal the notice of termination to the City of Des Moines Hearing Examiner, and thereafter to the City Council of the City of Des Moines, in accordance with Chapter 18.240 of the Des Moines Municipal Code. Such appeal must be filed in writing with the City Clerk within 10 days of the decision of the City Manager.

For the purposes of appeals under Chapter 18.240 of the Des Moines Municipal Code the written decision of the City Manager, communicated to the tenant, applicant or occupant, shall constitute the final administrative action. As an alternate procedure, the City Manager is authorized, at his discretion, to forward any appeal from the decision of the Harbormaster directly to the Hearing Examiner for review of the administrative decision. This shall be referred to as an expedited appeal. In an expedited appeal, the administration may take any position or no position before the Hearing Examiner or City Council. On any appeal to the Hearing Examiner, or thereafter to the City Council, the rules of procedure set forth in Chapter 18.240 of the Des Moines Municipal Code shall prevail.

During the appeal process, the tenant's moorage privileges shall not be affected, assuming all fees and charges are timely paid. At the conclusion of the initial ten day period, should tenant fail to perfect his appellate rights, the Harbormaster is authorized to remove the vessel, impound the vessel pursuant to DMMC 15.04.510 through 15.04.540, and reassign the moorage. Should tenant perfect his appeal, the termination shall be delayed until final decision, assuming the tenant remains current in fees and charges.

RULE 10.0

MARINA PARKING RESTRICTIONS AND IMPOUNDMENT OF UNATHORIZED VEHICLES

The purpose of this rule is to ensure that the parking in the Marina is restricted to customers and members of the public who have a legitimate interest in or use of the Marina, and to prevent the use of Marina parking for improper purposes such as storage, sales, camping, extended usage, and the like. Vehicle traffic in the Marina is limited between the hours of 10:00 PM and 5:00AM daily to vehicles displaying valid permits or that are exempt under DMMC 15.12.040.

Tenant Parking Permits

Marina tenants will be given two parking permits per slip/account. Tenant parking permits will be issued when the tenant enters a moorage agreement with the Marina and renewed annually in January of each year. Tenant parking permits will be valid for parking spaces posted “Marina Tenant Permit Parking Only” and for any general parking space south of the Marina Office. They will not be valid for overnight parking in the Marina Office parking lot or North Lot. Tenants may obtain temporary parking permit(s) for their guests. Citations received for parking in clear violation of posted signs or Marina policy will not be waived.

North Parking Lot Permits

When vehicle access is needed for loading and unloading in the North Lot between the hours of 10pm and 5am **a vehicle permit will be needed**. Contact the Marina office for vehicle permit during these hours.

Persons who want to use the Public Fishing Pier during the restricted period can purchase an Annual Pier Fishing Parking Pass at the Marina Office. Fishing pier passes are concurrent with Washington State Fishing Licenses annually from April though the following March and will be valid for parking in the North parking lot only. Persons purchasing an Annual Pier Fishing Parking Pass must show a valid Washington State driver’s license and a current fishing license issued by the State of Washington. The Annual Pier Fishing Parking Pass is a separate device and does not have the same access privileges of a Tenant Parking Pass. Tenants may also purchase a Frequent User Parking Pass at

the discounted resident rate. The Frequent User Parking Pass allows for daytime access to all three parking lots.

Temporary parking permits will be issued to guest moorage customers, winter moorage tenants and others that have legitimate reasons for being in the North or South Parking lot during the restricted period. Such permits will be issued at the discretion of the Harbormaster or designee.

Vehicle-Trailer Parking:

Boat trailers must be connected to a motor vehicle, parked in a designated area, and prominently displaying a valid parking permit. Overnight parking shall not be permitted for boat trailers not connected to motor vehicle or boat trailers containing a boat. No trailer or boat shall have a "for sale" sign attached to it. Boat trailer permits are available for be purchased at the Marina office. No vehicle-trailer parking is permitted without pre-approval from the Harbormaster or designee

General Parking Regulations:

There shall be no overnight camping in recreational vehicles or otherwise.
Vehicles shall occupy one parking space.

Parking Fees:

Parking permit fees are posted in Chapter 5: Marina Rates & Tariffs.

Enforcement:

Any vehicle and/or trailer found parked in violation of this Rule shall be ticketed, towed or impounded at the owner's expense. The choice of the enforcement option will be made by the Harbormaster in their sole discretion and will be based on the safe and efficient operation of the Marina.

Citations and Appeal Process

Citations for parking a vehicle in the Marina Parking lots during the restricted hours without a valid parking permit are issued by the City Police Department and are administered by the Municipal Court. Information about the appeal process is on the citation or can be obtained by contacting the Des Moines Municipal Court.

Citations for parking in a permit parking only area without a valid parking permit are issued by the Marina. Appeals may be made in writing and mailed to the address on the citation or e-mailed to parkinginfo@desmoineswa.gov. To obtain a waiver of a fine, the person receiving the citation must be able to demonstrate that the signage designating the restricted area was not in place, obscured by graffiti or otherwise destroyed.

RULE 10.1

ESTABLISHING REGULATIONS, FEES AND ENFORCEMENT PROCEDURES FOR THE REDONDO PARK PARKING LOT

The purpose of this rule is to create regulations for the safe and efficient use of the parking facilities at the Redondo Beach Park and to establish penalties for the violation of such regulations. As of April 30, 2004, anyone parking a motor vehicle or a combination of a motor vehicle and boat trailer in the Redondo Park Parking lot must pay the appropriate parking fee.

The purpose of the Redondo Parking lot is for parking single vehicles or vehicle-trailer combinations and for facilitating use of the Redondo Boat Ramp, and not for recreation or congregation of people. To prevent risk to safety or interference with access to parking or boat launching facilities, no person shall loiter or linger in the parking stalls, vehicle lanes, or islands of the Redondo Parking lot whether inside or outside of vehicles. Social gatherings are not permitted.

The regulations for such use are as follows:

Hours of Operation:

The Redondo Park Parking lot gates will open at 6am and close at 10pm each day.

Vehicle-Trailer Parking:

Boat trailers must be connected to a motor vehicle and parked in a designated parking stall within the Redondo Beach Park Parking Lot or in the designated overflow parking area along Redondo Way. Vehicle-trailer parking spaces are outlined with yellow paint.

Single Vehicle Parking:

Single vehicles may park in spaces designated for single vehicles, or in vehicle-trailer spaces that have not been restricted to vehicle-trailer use only. Restricted vehicle-trailer spaces will be designated by the posting of signs in the immediate area of the restricted spaces.

Fees:

Single vehicles and Vehicle-Trailer Combinations, see Marina Rates & Tariffs.

Enforcement/Fines:

Any vehicle or vehicle-trailer combination found in violation of this Rule or parked in such a way as to prevent the safe and efficient use of the Redondo Beach Park Parking lot will be fined and/or towed at the owner's expense. The City will not be responsible for any damage to vehicles that are towed for violating the provisions of this rule. The list of infractions and the corresponding fines are as follows:

Parked in violation of postage signage or ground markings	$50.00
Parked in a loading zone or time restricted space beyond the posted time limit	$50.00
Parked improperly or in a restricted space without valid permit/ticket displayed	$50.00
Failure to pay fine within 15 days	$20.00 (total of $70.00)
Parking in restricted Area/Blocking Traffic	$50.00
ADA space violation	$250.00 (per RCW 46.19.050)

Fines for citations must be sent to the Marina office within 14 days. Persons that do not pay fines within 15 days will be assessed an additional $20.00 and notified by 1st class mail to the registered owner. Persons not responding to the delinquent notification will be sent to a collections agency, additional fees will be added to the amount of the ticket. Any vehicle or vehicle trailer combination found in the parking lot that has more than three (3) unpaid tickets will be towed.

Waiver of Fines:

Fines for citations issued at the Redondo Parking lot may be waived by the Harbormaster or his/her designee, for good cause shown, if the person receiving the citation appeals the citation within 14 days from the date the citation was written. Appeals must be made in writing and mailed to the address on the citation or emailed to marinainfo@desmoineswa.gov. To obtain a waiver of a fine, the

person receiving the citation must be able to demonstrate that the payment station was functioning improperly.

RULE 11.0

CONDITION OF VESSELS MOORED IN THE DES MOINES MARINA

DEFINITIONS:

For the purpose of this rule **seaworthy** means that the vessel's hull, keel, decking, cabin and mast are structurally sound and generally free from dry rot or other similar defect or deficiency.

For the purpose of this rule **operable** means the ability of a vessel to maneuver safely under its own power, whether it is sail or engine.

For the purpose of this rule, **clean and maintained** means that the vessel is free from excessive dirt, mold, mildew, rust, marine growth and other visible contaminants. Vessel components should be in good repair to prevent safety hazards and preserve the overall appearance of the Marina.

COMMENT:

Vessels moored in the Des Moines Marina must be operable and maintained in a seaworthy condition at all times.

In cases where there is a question about the operability of a vessel, the Harbormaster may require the tenant to demonstrate compliance with this Rule. Typically, this demonstration will consist of maneuvering the vessel from the tenant's slip to the fuel dock and back. At least thirty (30) days written notice of the requirement for a demonstration will be given to the vessel's owners. The Harbormaster may require that the demonstration of operability be repeated as often as necessary to insure compliance with this Rule. Each demonstration will require thirty (30) days written notice from the Marina.

In cases where there is a question about the seaworthiness of a vessel, the opinion of a qualified independent marine surveyor may be obtained at the vessel owner's expense.

In cases as it regards to vessel exterior appearance, all vessels must be free from excessive dirt, mold, mildew, rust, marine growth and other visible containments, including on the hull, decks, and topsides. Vessel owners are responsible for ensuring their vessels do not discharge oil, fuel, sewage or pollutants into the marina waters. Use of environmentally friendly products is required.

If it is determined by inspection, demonstration, or observation that a vessel is inoperable, unseaworthy, or fails to meet cleanliness and maintenance standards, the vessel's owner shall have forty-five (45) days to effect repairs or cleaning and demonstrate to the Harbormaster's satisfaction that the vessel complies with this rule.

If after forty-five (45) days, the vessel is still inoperable, unseaworthy, or in an unmaintained condition, the tenant's moorage will be terminated. A reasonable extension may be granted if, in the sole

opinion of the Harbormaster, the vessel owner has made substantial progress towards compliance. This section is not intended to apply to any brief period of repair common to most vessels.

By following these standards and requirements, we aim to ensure that the Des Moines Marina remains safe, visually appealing, and environmentally responsible for all users.

RULE 11.1

Additional Requirement for Wooden Vessels

Vessels with wooden hulls or vessels primarily constructed of wood shall be required to maintain an annual out of water marine survey to verify the structural integrity and seaworthiness of the vessel.

The survey must be completed by a qualified marine surveyor and be dated within the past twelve (12) months. Documentation of the survey shall be provided to Marina staff upon request or as part of any compliance review.

If a survey identifies deficiencies that may impact the safety, seaworthiness, or environmental compliance of the vessel, the Tenant shall be required to correct such deficiencies within 30 days.

Failure to provide a current survey or to address identified deficiencies will be considered a violation of vessel condition standards and may result in termination of moorage privileges.

RULE 12.0

LIVEABOARD POLICY

DEFINITION:

For the purposes of these rules, **Liveaboard** is defined as an individual or individuals who sleep aboard or otherwise use a vessel for residential purposes for more than seven (7) days per calendar month. Liveaboard privileges are no longer available for any current or new tenants and only granted to current liveaboards as of 11/01/2025. Liveaboard privileges are only available for current tenants who remain in a **32' and larger** slip and vessels remains of an appropriate size for those slips. No new liveaboard agreement will be granted beyond 11/01/2025 and current liveaboard agreement will be granted outside these regulations.

- The Des Moines Marina exists to promote active boating and the use of the Marina for residential purposes is disfavored.
- No person may live aboard a vessel in the Marina more than seven (7) days in a 30 day period or seven (7) days per calendar month except pursuant to a signed Liveaboard Agreement with the Marina.
- There shall be a rebuttable presumption that a person spending more than six hours on a vessel located in the Marina on a daily or near-daily basis is Living Aboard. Tenant may be required to provide proof of residency should a violation of Marina's liveaboard rule be suspected.

Only the original tenant of record and vessel owner (who must be the same person), and/or the individual(s) named on the original lease agreement, are authorized to sign a Liveaboard Agreement.

COMMENT:

LIVEABOARD PERMITS

Effective 11/01/2025, no new Liveaboard Agreements will be accepted or issued.

- Existing Liveaboard Tenants in good standing may continue their current Liveaboard privileges, provided they renew their agreements annually in January and remain in compliance with all Marina rules and regulations.
- Should a Liveaboard Agreement be terminated or voluntarily surrendered, the liveaboard status is non-transferable.
- Liveaboard tenants must live on their boats 75% of the time in a 30 day period or a minimum of 22 days per month. Those who do not meet this liveaboard status will have their liveaboard privileges terminated with no option for reinstatement.

INSPECTION AND COMPLIANCE

Liveaboard Tenants are subject to inspection of their vessel's plumbing and mechanical systems to verify compliance with all applicable state and local public health and safety laws.

- Inspections may be conducted at the discretion of the Harbormaster or a designated Marina employee.
- The Marina will provide 24 hour advance notice for inspections conducted to confirm compliance with Marina policies or State regulations.

Liveaboard Tenants must pump out holding tanks on a bi-monthly basis and provide proof of completion to the Marina office. Acceptable options include:

- Using the free pump-out station at the Fuel Dock during operating hours with a Marina employee present; or
- Using a certified mobile pump-out service and submitting proof of service every two months.

TERMINATION OF AGREEMENT

The Harbormaster may revoke a Liveaboard Agreement at any time and without prior notice for the following reasons:

- Violating of any condition of the Liveaboard Agreement,
- Failing to pass plumbing or mechanical inspection, or
- Violating any Marina rule, City code, or directive issued by the Harbormaster.

The Harbormaster may also terminate a Liveaboard Agreement with thirty (30) days' notice if deemed in the best interest of the Marina.

Additionally, a Liveaboard Agreement may be terminated if the tenant does not reside on their vessel for 75% of the time in a 30 day period or a minimum of 22 days per month.

Tenants may terminate their Liveaboard Agreement at any time by submitting written notice to the Marina office.

RULE 13.0

VENDOR PERMIT

This rule describes the conditions that any vendors must meet to conduct their business activities in the City of Des Moines Marina. The Harbormaster shall make the final decision which category applies to each applicant. The Harbormaster will also make the final decision regarding what level of gate access is needed for the applicant to conduct their business in the Marina. No individual or business may operate on Marina property without written approval from the Harbormaster.

DEFINITIONS:

Commercial Vendors: Are those businesses or individuals that provide services or product for fees. Examples of these services include, but are not limited to, boat maintenance and repair, (both mechanical and structural); repair and installation of electrical appliances and devices, installation and repair of marine electronics, diving for the purpose of boat repair or maintenance and handling hazardous materials, or offloading product from vessels.
**Commercial fishing/shellfish vessels utilizing the guest dock for offloading product must adhere to Guest Moorage policies (Rule 8.0) and Commercial Landing & Landing Fees as described in the 'Marina Rates and Tariffs"*

Concessionaire: Is a person, firm, or corporation engaged in the sale of food or other goods or services at the Marina, (including without limitation those who operate or maintain a concession stand), in accordance with a written agreement or franchise approved by the Harbormaster and the City Manager. No vessel may be used as a temporary or long term housing rental for any reason.

Incidental Businesses: Are businesses or individuals that provide less technical, non-hazardous services. Examples of these services include, but are not limited to, boat cleaning, (excluding in-water hull cleaning), carpet cleaning, canvas/sail repairs or any other type of boating or non-boating related business.

REQUIREMENTS:

Commercial Vendors: Before conducting business activities in the Marina, a commercial vendor must:

- Have a current City of Des Moines Business License.
- Provide proof of $1,000,000 single limit comprehensive general liability insurance, "occurrence form", with the City of Des Moines named as an additional insured.
- Execute the standard City of Des Moines Hold Harmless Agreement.
- Execute the Environmental Laws/Best Management Practices Notice and Agreement.

Commercial vendors that meet the requirements above can purchase gate access cards coded with the level of access that they need to conduct their business. There is a $100.00 fee for annual access to

marina docks and the south marina parking lot between 5am-10pm. Commercial vendors are allowed a maximum 4 access devices. There is a one-time fee for access devices. The first two devices cost $10.00ea + tax (card) or $10.00ea + tax (fob). The third and fourth access device cost $30.00ea + tax.

Concessionaire: The Harbormaster, in consultation with the City Manager, may award concessions for seasonal businesses. In general, these concessions will be awarded to businesses that provide needed services, enhance the operation of the Marina, and/or make the Marina a more enjoyable place for customers and visitors.

When a needed concession has been identified by the Marina Staff and approved by the City Manager, the Harbormaster will solicit proposals from business known to provide the needed service, or will advertise for proposals, following the City's public notification procedures. The general terms and conditions sought by the Marina and the type of response required will be identified in the solicitation.

A person or firm whose proposal is accepted by the Marina must sign a Marina Concessionaire Agreement. This agreement shall contain:

- Applicable health, sanitation and insurance requirements generally conforming to those established for similar businesses and vendors covered by DMMC 5.57
- Any other terms and conditions that are necessary to ensure the safe and efficient operation of the Marina and compliance with all relevant City codes and Marina rules.
- Provide proof of $1,000,000 single limit comprehensive general liability insurance, “occurrence form", with the City of Des Moines named as an additional insured.

There will be a $100.00 fee for annual access to the Marina north lot. The access card is a one-time fee of $5.00+ tax. Concessionaire is allowed one access key only.

Incidental Businesses: A business or individual(s) conducting incidental business activities in the Marina must:

Obtain written confirmation from the Harbormaster or designee in advance prior to beginning a job.

- Provide proof of $1,000,000 single limit comprehensive general liability insurance, “occurrence form", with the City of Des Moines named as an additional insured.

If necessary, a limited gate access card can be obtained from the office. ID and a fee is required.
Parking validation not included.

ENFORCEMENT:

Commercial Vendors: Individuals and businesses that do not comply with this rule will be prohibited from conducting business on City of Des Moines Marina property.

Concessionaires: Individuals and businesses who fail to comply with all the terms set forth in their concessionaires agreement with the Marina will be notified by the Harbormaster verbally or in writing. If the conditions causing the problem are not corrected immediately on within a mutually agreed upon amount of time, the concessionaires permit will be canceled.

Short- and long-term vacation rental of vessels in the Marina is prohibited. No person shall rent or offer to rent a vessel in the Marina as a short- or long-term dwelling, by any means, including through the

use of services such as Airbnb or VRBO, or any other services. Violation of this rule shall be grounds for terminating a moorage agreement.

Incidental Businesses: Businesses or Individual(s) conducting incidental business in the Marina who fail to comply with this rule will be required to meet the conditions for a commercial vendor permit. Failing that, they will be prohibited from conducting business on City of Des Moines Marina Property.

RULE 14.0

INSURANCE

All Tenants of the Des Moines Marina shall maintain insurance in force and good standing on the vessel moored in their slip. The insurance shall provide general liability coverage with limits of at least five hundred thousand dollars **($500,000.00**) per occurrence.

Vessels with wooden hulls or vessels primarily constructed of wood or wood-like materials shall be required to maintain general liability insurance coverage with limits of a minimum one million dollars ($1,000,000.00) per occurrence.

Tenants shall provide the Marina staff with documentation that such insurance is in force upon request. Prospective tenants must provide proof of insurance coverage to the Marina office **before** vessel is moored.

Failure to maintain general liability insurance with the limits stated above may be cause for immediate termination of moorage privileges.

Tenant must list the City of Des Moines as an additional insured.
Address: 22307 Dock Ave. S., Des Moines, WA 98198

RULE 15.0

ADOPTION OF BEST MANAGEMENT PRACTICES FOR COMPLYING WITH WATER QUALITY LAWS, ELECTRICAL CODES AND OTHER MATTERS RELATED TO SAFE MOORAGE

The City of Des Moines Marina Manual of Best Management Practices, included herein as Chapter 4, is hereby adopted, along with all subsequent amendments, additions or deletions. Copies of the Best Management Practices shall be available for public inspection at the office of the Harbormaster and City Clerk, and shall be available to the public for a printing fee.

RULE 16.0

MODIFICATION OR ALTERATION OF SLIPS

This rule describes the conditions under which a slip may be modified or altered to suit the specific needs of a tenant.

DEFINITIONS:

Modification: The installation of the tenant's property on the floats, such as bumpers, dock wheels, tarps, etc.

Alteration: Any change in the structure of the floating docks or the roof support structure on the covered floats that involves adding new components to the structure or removing components of the original structure.

COMMENT:

Slips may not be modified by the addition of carpet, hoses, electrical cords or anything that is permanently attached to the float or the roof support structure with the following exceptions.

- Fire approved tarps or draperies may be attached to the roof support structure to protect a vessel from the weather or nesting birds with prior written approval of the Harbormaster or designee. **Any curtain or draperies must be flame retardant and have documentation and tags visible.**
    - Per South King County and the 2021 International Fire Code "**curtains, draperies, fabric hangings and other similar combustible materials suspended must meet the flame propagation performance criteria** of Test Method 1 or Test Method 2, as appropriate, of NFPA 701 or exhibit a maximum rate of heat release of 100 kW when tested in accordance with NFPA 289, using the 20 kW ignition source." [807.3 International Fire Code]
- Devices that discourage nesting birds may be attached to the roof support structure with prior approval of the Harbormaster or designee.

Bumper strips, dock wheels or other devices that serve to prevent damage to moored vessels will be provided and installed by the Marina staff upon request from the tenant. The tenant will be billed for the actual cost of the item installed. Any installed item becomes property of the City of Des Moines Marina

Slips shall not be altered in any way by the addition of any structural component, including storage shelves, storage devices for dinghies and the like. Slips shall not be altered in any way by the removal of any of the components of the original structure with the exception of "cut outs" that are described in Rule 7.0, Appropriate Vessel Size.

RULE 17.0

PROPERTY MAINTENANCE

This rule describes the condition to when Marina and/or City staff provide maintenance to floating docks as well as upland Marina, Redondo & City properties to maintain their condition.

DEFINITIONS:

Property: City owned properties to which the Marina staff are employed to directly maintain. This includes but not limited to docks, floats, restrooms, pier or any other structure located within the Marina Zone, Redondo Zone, or Waterfront Zone.

Marina Zone: An enterprise funded zone where revenue and expenses are retained for Marina operations. The Marina Zone is separate and distinct from the City's Waterfront and Redondo Zones, which are supported by the City's general fund.

Redondo Zone: Is a City of Des Moines General fund operation. Revenues and expenditures from the Redondo Zone are part of the City's general fund. Marina staff time for the support of the Redondo Zone is compensated from the General fund.

Waterfront Zone: Is a City of Des Moines General fund operation. Revenues and expenditures from the Waterfront Zone are part of the City's general fund. Marina staff time for the support of the Waterfront Zone is compensated from the General fund.

COMMENT:

Maintenance of in-water docks and floating structures.

Marina staff are employed by the City of Des Moines to maintain all Marina floating docks and structures. To avoid damage to tenant and/or guest vessels during dock maintenance projects, Marina and/or authorized City employees have the authority to move any vessel and/or personal property moored/stored on City-owned property from its location to which damage may occur in order to keep the facility updated. Tenants will be given 48 hours' notice to move their property or vessel before Marina staff exercise this authority, except in cases where immediate action is required to prevent damage or ensure safety.

Maintenance of upland property and facilities.

Marina staff are employed by the City of Des Moines to maintain all Marina Zone, Waterfront Zone and Redondo Zone areas and structures. To avoid damage to guest vehicles and/or property during dock maintenance projects, Marina and/or authorized City employees have the authority to move any personal property located on City owned property from its location to which damage may occur without prior notification to the owner in order to keep the facility updated.

Chapter 3: Safety and Security

The following rules apply to all permanent moorage tenants, guest moorage tenants, Marina service customers and all other users of the City of Des Moines Marina.

Access

(a) Tenants must ensure that emergency access to Marina facilities is maintained at all times.

(b) Roadways, gangways, piers, floats and finger piers may not be obstructed at any time, without prior permission of the Harbormaster. [DMMC 15.04.260(1)]

(c) Landing steps shall not occupy more than half the width of a finger pier and must be stored on the vessel or some alternative storage area when not in use. [DMMC 15.04.260 (7)]

(d) No person shall place or permit to remain on or across any float, any hose, line or object which would restrict, block or make hazardous pedestrian use of said float. [DMMC 15.04.260(7)]

(e) No unauthorized storage lockers are permitted on floats or finger piers. Oily rags, open paint, or other flammable material must not be stored on floats, piers, or in dry storage. Open fires are prohibited on the floats, including BBQ's, charcoal burners, cutting torches, welders, or anything that would constitute a fire hazard. [DMMC 15.04.260 (3)]

Alchohol, Drugs, and Intoxication

(a) No person shall drink any alcoholic beverages on Marina property except on private vessels, duly licensed premises, or at duly licensed community events. Consumption or possession of alcohol in violation of this rule will subject violators to immediate removal from the Marina. [DMMC 15.04.260 (3)]

(b) It is unlawful for any person, under the influence or affected by intoxicating liquor or any drug, to operate or be in actual physical control of any vessel. [DMMC 15.04.100 (1)]

(c) It is unlawful for the owner or the operator of any vessel to authorize or knowingly permit the same to be operated by any person who is under the influence of or affected by intoxicating liquor or any drug. [DMMC 15.04.100 (2)]

(d) When it appears reasonably certain to any police officer that any person under the influence of or affected by intoxicating liquor or any drug is operating or about to operate a vessel, said officer may take reasonable measures to prevent any such person from so doing, either by taking from him/her the keys of such vessel and locking such vessel or by some other appropriate means. In any such case, said officer shall as soon as possible, deposit said keys or other articles, if any, taken from said vessel or person with said commanding officer. Such keys or other articles shall be returned to any person upon his demand and proper identification when it appears that he is the owner or operator of said vessel and the conditions under which the officer took preventative measures no longer exist. The determination of intoxication shall be conducted as for motor vehicles. [DMMC 15.04.100 (3)]

(e) Evidence of chemical tests for intoxication shall be admissible in court in accordance with RCW Title 46. [DMMC 15.04.100 (4)]

(f) No person shall consume marijuana or a marijuana-infused product on the docks, in the parking lots, on the Public Fishing Pier on in any other public area of the Marina, or in violation of state law. [DMMC 15.04.100 (5)]

Bulletin Board

(a) Advertisements placed on the bulletin board must not be larger than "3"x"5" and must be dated with a current date, attached by thumb tack, and placed inside the glass by Marina staff. Only boating-related advertisements may be posted.

b) Marina personnel may remove advertisements at any time that the Harbormaster deems necessary.

Children

Children under sixteen must be accompanied by a parent or other responsible adult while on piers and floats and in the parking lot. [DMMC 15.04.330 (2)]

Compliance with Regulations and Policies

(a) All persons using the Marina and its facilities impliedly consent to the Marina Rules and their applicability.

(b) Every person shall comply with all rules, directions, and or instructions, either verbal or written, issued by the Harbormaster. Failure to comply with directions given by the Harbormaster or his agents may result in issuance of a civil infraction, termination, immediate removal of a vessel from the Marina, or any other remedy the Harbormaster deems necessary.

Deposit of Debris on Marina Property

(a) No garbage, trash, oil, fuel, debris or other material, liquid or solid, shall be deposited on the land areas of the Marina, or on any floats, piers, or elsewhere in the moorage area, except into containers provided for that express purpose. [DMMC 15.04.220 (1)]

(b) No person shall place, put, or in any way deposit any article, substance, or hazardous material on the land areas of the Marina, or on any floats or piers in such position that the same may or can be washed into the Marina waters, either by high tides, storms, flood, or otherwise. [DMMC 15.04.220 (2)]

(c) No person shall deposit waste matter of a residential or commercial origin in Marina garbage containers, except by written authorization by the Harbormaster. A fee shall be charged for such service. "Waste matter of a residential or commercial origin" as used in this section shall mean material which first becomes waste matter at a residence or commercial establishment and is first gathered for disposal by a resident, owner of such commercial establishment, or an agent of either such resident or owner. [DMMC 15.04.220 (3)]

(d) Failure to comply with any of the above rules shall subject the violator to issuance of a Marina Citation.

Deposit of Material into Marina Waters

No person shall dump material of any kind into the waters of the Marina, or set adrift, or allow, cause, or permit to go adrift anything, including that which is or might become obstructive or dangerous to navigation, other vessels, or the Marina facilities. [DMMC 15.04.230]

Electricity

(a) The City does not guarantee uninterrupted service or accept responsibility for any damage from electrical connections or electrolysis.

(b) It is a violation of Marina rules to allow any unsafe electrical situation to exist, which could cause harm to life or property. Violators of this rule are subject to moorage termination.

(c) Use of another tenant's electricity without permission constitutes grounds for moorage termination.

(d) All electrical cords must be properly polarized and grounded.

(e) Power cords may not lay across walkways or be allowed to hang in water.

Emergency Equipment

All Marina fire extinguishers, firefighting equipment, life rings and other emergency equipment are to be used only for the fighting of fires and for appropriate emergency situations. Unauthorized use of such equipment is unlawful. A violation of the provisions of this section shall be a criminal offense and shall be punished by a fine of no less than $250.00 plus restitution. [DMMC 15.04.290]

Fire Fighting Equipment

All vessels moored in the Marina or in the dry storage sheds shall be equipped at all times with at least the minimum firefighting equipment, in operable condition, required by the U.S. Coast Guard for a vessel of its particular class. [DMMC 15.04.190]

Fire

Open fires or charcoal fires are prohibited on floats or vessels unless approved by the Harbormaster or Fire Marshal.

Fishing and the Fishing Pier

(a) The fishing pier is open for the general use of the public.

(b) Fishing is permitted in designated areas only, unless otherwise approved by the Harbormaster. Failure to comply with this rule is cause for issuance of a Marina Citation. [DMMC 15.04.400]

(c) All persons fishing in the Marina must have a valid Washington State fishing license, and must abide by all current fishing regulations as set forth by the Washington State Department of Fish and Game.

(d) Pets, skateboards, bicycles, skating devices and open fires are strictly prohibited from the fishing pier.

(e) No vessel may operate under power within 40 feet of the fishing pier. Vessel operators or owners found in violation of this rule may face termination of their lease agreement or issuance of a citation.

(f) The fishing pier may be closed in extreme weather conditions or for maintenance or other special purposes at the discretion of the Harbormaster.

(g) Any tampering or non-emergency use of emergency equipment located on the pier will result in criminal prosecution.

(h) All general safety rules applicable to the Marina also apply to the Des Moines Fishing Pier. Persons creating a nuisance or safety hazard are subject to citation for violating Marina rules.

Flammable Liquids

(a) Refueling a vessel or transferring fuel from one container to another is strictly prohibited on the permanent moorage docks and on the guest moorage floats.

(b) Marina personnel are empowered to take appropriate action if they suspect that flammable liquids or gas may cause property damage, personal injury, or death.

(c) Any person suspecting the presence of flammable liquid or gas, including but not limited to gasoline, white gas, alcohol, propane, paint, solvent, diesel fuel, or kerosene in the bilge or other closed space shall immediately call the fire department (911) so that appropriate action may be taken. All persons suspecting the presence of flammable liquids or gases in the bilge or other closed space of any tenant shall follow the same procedure as above.

(d) Any other action by any person which causes fire, explosion, property damage, personal injury, or death to any person shall result in immediate termination of moorage if perpetrator is a moorage holder and may subject person, his heirs, successor or assigns to civil liability.

(e) The Des Moines Marina, its officers, agents, or other City employees may not always be able to detect such hazards referenced above and it is incumbent upon the tenant to act in a reasonable and responsible fashion with regard to all flammable liquids and gases while within the confines of the Des Moines Marina Facility.

Floating Objects

All vessels, logs, pilings, building materials, scows, houseboats, or any other articles of value found adrift in Marina waters may be impounded by the Harbormaster, and may be redeemed by the owner upon payment to the City of any expenses incurred in the impounding and safeguarding or storage thereof. [DMMC 15.04.090]

Fuel Float

(a) When fueling vessels must be securely tied to the fuel float.

(b) All engines, motors, fans, and other devices capable of producing a spark are to be shut off. Extinguish all galley fires and allow no smoking.

(c) All ports, windows, doors and hatches must be closed to prevent fumes from blowing aboard the vessel.

(d) The skipper is required to open the fuel tanks. The nozzle of the hose is to be in contact with the fill pipe to guard against static electricity sparks. The skipper will perform the actual loading of fuel aboard the vessel and will be responsible for any fuel spills. Tying the fuel dispenser nozzles open is strictly prohibited.

(e) All portable tanks will be removed from the vessel and filled on the dock.

(f) It is the skipper's responsibility to assure that no fuel vapors have collected in the vessel before restarting engines. After the vessel has been fueled, the skipper must operate the blower to ventilate bilges for a minimum of two minutes or more as needed.

(g) Propane storage tanks must be removed from the vessel for filling and reconnected by the owner after filling.

(h) Propane tanks that do not have a 10% safety valve or a working gauge will not be filled. Propane tanks which are twelve years or older will not be filled unless they have been tested and re-certified.

(i) The fuel dock area is for short-term (15 minute) fueling operations and service only. Vessels moored in violation of this rule are subject to citation under the Fire Safety Code and as provided in these rules.

(j) Smoking on or in the vicinity of the fuel float is strictly prohibited. [DMMC 15.04.380]

(k) The fuel dock is for fueling purposes only. Temporary moorage is strictly prohibited. Unattended vessels will be fined and are subject to immediate impounding.

Illegal Garbage Dumping

Garbage and recycle receptacles are located throughout the Marina and Redondo locations. These receptacles are for our tenants and vessel operators to dispose of normal garbage from operating a vessel. Garbage brought from home will be considered illegal dumping. Examples but not limited to (furniture and electronics and/or the boxes they come in, mail, etc. Tenants who are discovered to illegally dump garbage will be assessed a $524 illegal garbage dumping fee.

Incapacity of Vessel Operator

It is unlawful for the owner or operator of a vessel to authorize or knowingly permit the same to be operated by a person who, by reason of physical or mental incapacity, is unable to operate such vessel as required by this chapter or any rules and regulations issued there under. [DMMC 15.04.110]

Inspections

(a) The Des Moines Marina and its authorized agents reserve the right to inspect any of the rented or leased premises at any time.

(b) The failure to inspect by Marina staff does not create liability or responsibility for the Marina.

Interference with Marina Activities

No person shall cause or permit a vessel or other object under his control to unreasonably or unnecessarily interfere with other vessels, with the free and proper navigation of Marina waterways, or with the performance of an activity of the City. [DMMC 15.04.070]

Keycard Holders

Keycard holders are responsible for the conduct and actions of all persons to whom they allow access to a locked moorage area. [DMMC 15.04.340]

Launching and Hauling

(a) No person shall launch into or remove from the waters of the Marina any vessel other than surfboards, paddleboards, kayaks, canoes, dinghies, or similar small craft except where regular launching and hauling of vessels is conducted or in areas designated and posted for such purpose by the City. [DMMC 15.04.310]

(b) All vessels using the launching facilities, or any other services or facilities of the Marina, shall comply with the Marina Rules and all rules and regulations promulgated in the Des Moines Municipal Code.

Maneuvering

(a) The City defines all water areas east of the inside of the breakwater of the Des Moines Marina as "Narrow Channel," under the U.S. Inland Rules of the Road. Consequently, a sailboat or other vessel does not have right-of-way over another vessel based solely on its method of propulsion.

(b) The movement of vessels within the moorage areas (between floats) must be for the purpose of mooring, entering or leaving a slip only; random/ recreational cruising within the moorage areas is prohibited. [DMMC 15.04.360]

(c) Vessels, vehicles, property, gear or equipment must be parked, stored, moored or maneuvered in a safe and orderly manner.

(d) No person shall fail to yield the right of way to the operator of a towboat or other vessel in accordance with the rules of the road. [DMMC 15.04.080 (2)]

Mufflers

It is unlawful to use or operate an engine in or on the Marina waters unless the engine is operated with and connected to a muffler or silencer of sufficient size and capacity to effectively muffle and prevent excessive or unusual noise from the exhaust of the engine. The DBA limitations and measurement standards are procedures of the State Department of Ecology, as set out in Chapters 173-58 and 173-170 WAC, are adopted by reference and shall apply to the enforcement of this section. [DMMC 15.04.200]

Negligent and Reckless Operation

(a) To ensure the safety of all boaters, staff, and marina property, the entire Marina basin is designated as a **No Wake Zone.**

- All vessels must operate at the **slowest speed possible** while maintaining safe steering, creating **no wake** at any time
- Operators are responsible for controlling their speed and wake, regardless of vessel size or conditions
- Please be aware of other boats, swimmers, docks, and ongoing marina operations when navigating
- Failure to comply with the No Wake Zone may result in warnings, fines, or removal of moorage privileges as outlined in Marina rules

(b) A person who operates any vessel in a manner so as to endanger or be likely to endanger a person or property; or at a rate of speed greater than would permit the operator in the exercise of reasonable care to bring the vessel to a stop within the assured clear distance ahead, is guilty of the crime of negligent operation and is in violation of this chapter. [DMMC 15.04.040]

(c) A person who operates a vessel within the Marina in a willful or wanton disregard for the safety of persons or property shall be guilty of the crime of reckless operation and be in violation of this chapter. [DMMC 15.04.050]

Noise and Behavior

(a) Behavior, which disturbs or creates a nuisance for others in the Marina or in the premises adjacent thereto, is not permitted.

(b) All persons within the Marina shall keep noise to a minimum and respect the rights of neighbors.

(c) No person shall shout, talk loudly, play musical instruments, or operate other noise making devices or equipment (except in emergencies) upon a vessel within the Marina between these hours of 11:00 p.m. and 7:00 a.m.. [DMMC 15.04.350]

Nuisance Abatement

A condition aboard or around a vessel or dock or berth that in the opinion of the Harbormaster constitutes a fire hazard, health menace, a danger to public safety and or otherwise unreasonably interferes with another's enjoyment of the Marina facilities shall be corrected upon receipt of notice thereof by the owner or operator. Corrective action shall be taken by the Harbormaster, including but not limited to charging the costs of abatement to the next billing or impounding the vessel or the object pursuant to the provisions of DMMC 15.04.520 if the nuisance is not abated.

Failure to abate the nuisance is grounds for termination of moorage and removal of the vessel from the Marina or criminal prosecution. [DMMC 15.04.280]

Obstruction of Waterways

(a) No owner or operator having charge of a vessel or other personal property shall moor the same in a way that hinders use of navigable waters by others, or unless authorized by proper signing, make the same fast to a buoy, pier, or other structure owned by or under the authority and control of the City without obtaining permission from the Harbormaster. [DMMC 15.04.080 (1)]

(b) No owner or operator in charge of a towboat shall obstruct navigable waters. [DMMC 15.04.080 (2)]

(c) The Harbormaster may order an obstruction removed, and it is unlawful and a violation of this chapter to fail, refuse, or neglect to promptly do so. The Harbormaster is further empowered to impound such vessel or other personal property according to the applicable provision when so ordered. Such vessels or other objects may be redeemed only after payment of charges in accordance with DMMC 15.04.540. [DMMC 15.04.080 (3)]

Obstructions and Hazards on Piers

(a) Vessel owners, operators, crew or guests using the Marina are required to keep their vessel, gear locker, and the pier or finger pier in the vicinity of their vessel neat, clean, orderly and shipshape.

(b) The roadways, gangways, piers, floats or finger piers of the Marina shall not be obstructed at any time without the prior written permission of the Harbormaster. Landing steps or any personal items shall not occupy more than half the width of a finger pier and must be stored on the vessel or some alternative storage area when not in use. [DMMC 15.04.260 (1)]

(c) No person shall place or permit to remain on or across any float, any hose, line or object which would restrict, block or make hazardous pedestrian use of said float. [DMMC 15.04.260 (2)]

(d) No unauthorized storage lockers are permitted on floats or finger piers. Oily rags, open paint, or other flammable material must not be stored on floats, piers, dock boxes or in dry storage. Open fires are prohibited on the floats, including charcoal burners, cutting torches, welders, or anything that would constitute a fire hazard. [DMMC 15.04.260 (2)]

Oil and Petroleum Products in the Marina

(a) No person on a vessel, and no engineer or other person in charge of an engine room or machinery of a vessel, and no owner, lessee, agent, employee, or other person in charge of or employed on or about a pier, or other structure, and no person along or upon the shore of the Marina shall spill, throw, pump, or otherwise cause oil, gasoline, diesel oil, or any petroleum product to be upon Marina waters. A violator shall be liable for cost of removal as provided in RCW 90.48, and be otherwise prosecuted. [DMMC 15.04.250]

(b) Fueling is prohibited in all places within the Marina except at the fuel dock.

(c) Any person on a vessel, and any engineer or other person in charge of an engine room or machinery of a vessel, and any owner, lessee, agent, employee, or other person in charge of or employed on or about a pier, or other structure, and any person along or upon the shore of the Marina shall report any oil, gasoline, diesel oil, or any petroleum product to be upon Marina waters to Marina staff at the time of the incident, as well as The Department of Ecology and National Response Center.

Personal Floatation Devices

Non-swimmers shall wear personal floatation devices (PFD) when leaving the areas protected by safety railing and entering Marina floating facilities or facilities extending over water. The City assumes no responsibility for accident or injury, which may result from failure to comply with this rule. Life rings are not a reliable life saving device in all situations; circumstances often render them useless even when closely available. PFD's are the only recognized and reliable aids to non-swimmers.

Pets

(a) In the general Marina facility, all pets must be on leash. [DMMC 15.04.440]

(b) Violation of this section shall subject the animal to impounding by proper authority and criminal prosecution. [DMMC 15.04.440]

(c) All pet owners must pick up their pet's droppings. Failure to comply with this section will result in issuance of a Marina Citation. [DMMC 15.04.440]

Repair Work

Extensive repair work on a vessel is not allowed while the vessel is located within the Marina, except under emergent and exigent circumstances. The Harbormaster retains discretion to determine whether a vessel may be repaired in the Marina.

Required Equipment

All vessels shall be numbered or documented in accordance with applicable Coast Guard or state regulations and shall carry the equipment required by applicable United States Law in force on the effective date of this Rule. Failure to so number, or document or to carry such equipment may be cause for refusal of moorage. [DMMC 15.04.170]

Rock Breakwater

No person shall walk on, over, or across or anchor or moor a vessel on or to the rock breakwater which forms the marina harbor. This restriction shall not be applicable to City personnel or their authorized agents in the performance of their duties. [DMMC 15.04.300]

Security – Gate Keycards

(a) To enhance Marina security, Marina tenants and guests are encouraged to report illegal behavior to the Harbormaster and/or appropriate officials.

(b) It is a violation of Marina rules to
1. Prop open float gates.
2. Allow others without keycards entry to the floats unless they are your guests.
3. Enter by any other means than through the gate with a keycard or by boat.

(c) Access to the secured portions of the Marina facility is restricted to Marina tenants and their guests, City of Des Moines employees and those persons with prior permission of the Harbormaster.

(d) Des Moines master keycards are restricted to bonafide businesses that meet the requirements of Marina Rule 13.

Sewage Disposal

(a) The marine sanitation device standards and requirements of 33 CFR 159 is adopted by reference and shall be enforced in the Marina. [DMMC 15.04.240]

(b) Discharge of sewage, gray water, chemicals, or any other substance from toilet facilities or sinks on vessels while in the Marina area is prohibited.

Sign Displays

(a) The Harbormaster reserves the right to remove signs which, in their opinion, are not in keeping with the purpose and policies established by the Marina.

(b) Signs must not extend beyond the bow or stem nor be higher than the top of the cabin roof or 5' above deck on vessels without cabins.

(c) Signs posted on vessels must be no larger than 2'x 2'.

(d) Signs are not to be illuminated with electrical lighting of any type.

(e) All sign displays must comply with the rules regulating sign displays as set forth in the Des Moines Municipal Code.

Sky Lanterns

The use, transfer, discharge, or ignition of a sky lantern within the marina is prohibited. The term "sky lantern" means an airborne lantern typically made of paper with a wood frame containing a candle, fuel cell composed of waxy flammable material or other open flame which serves as a heat source to heat the air inside the lantern to cause it to lift into the air. Sky candles, fire, balloons, and airborne paper lanterns mean the same as sky lanterns.

Smoking

Smoking is strictly prohibited on the fuel float, and in any other designated no smoking area.

Speed Regulation

(a) It is unlawful for a person to operate a vessel at a speed in excess of four knots and never at a speed beyond that of due care considering the existing circumstances in the Marina and surrounding areas. [DMMC 15.04.060]

(b) It is unlawful to operate a boat at such a speed or in such a manner as to create a wake that may cause damage to moored vessels or to floating structures. [DMMC 15.04.060]

Swimming, Water Skiing, Diving

(a) No person shall swim or water ski in the waters of the Marina except upon prior written permission of the Harbormaster. [DMMC 15.04.270 (1)]

(b) Sport skin diving shall be prohibited in that area lying south of the southwest tip of the Des Moines Fishing Pier to a point five hundred feet south of the north tip of the Marina breakwater and from the breakwater to the western boundary of the property leased to the City. [DMMC 15.04.270 (2)]

(c) Sport skin diving shall also be prohibited within the inner harbor area; that is, in the moorage area directly east of the breakwater and where official signs so prohibits. [DMMC 15.04.270 (2)]

(d) Skin diving, commercial or otherwise, in the areas described in subsection b and c above, shall be confined to:

(1) Qualified skin divers engaged in recovery, repair, inspection of real estate above and below waters;
(2) Diving students of an accredited school engaged in approved oceanography studies; and
(3) All such diving actions must be authorized in writing by the Harbormaster, City Manager, or Chief of Police. [DMMC 15.04.270 (3)]

(e) All skin divers, sport or otherwise, shall observe all equipment and safety standards, including using a surface supported diver's flag or surface support vessel flying a diver's flag, and must surface within fifty feet of said flag. [DMMC 15.04.270 (4)]

(f) All persons engaged in skin diving within the Marina shall be solely responsible for any and all of their actions and decisions, including, but not limited to, choice and maintenance of equipment, diving procedures and exercises of judgment as to the commencement and termination of diving, especially in adverse conditions. [DMMC 15.04.270 (5)]

(g) All waters of the Marina, including those around the fishing pier and underwater artificial reef shall be a marine sanctuary. It shall be unlawful to remove any specimen of a marine organism from the waters of the Marina, except by:

(1) Standard sport hook and line, or
(2) Written permission of the Harbormaster, City Manager or Chief of Police. The taking of marine specimens by standard sport hook and line shall be governed by applicable State of Washington Saltwater Fishing Regulations. [DMMC 15.04.270 (6)]

Telephone/Internet Service

(a) Costs and fees associated with installation are the responsibility of the tenant requesting phone and/or internet service.

(b) All installations on Marina property are subject to prior approval by the Harbormaster.

Unauthorized Persons

(a) Access to the floats shall be limited to owners, operators, their employees, guests, immediate family, and those entering with approval of the Harbormaster. [DMMC 15.04.330 (1)]

(b) No unauthorized person shall be permitted in areas specifically posted as being reserved for use of special categories of persons or as work areas. [DMMC 15.04.330 (3)]

(c) No person shall willfully injure or tamper with or break or remove any part of any vessel or tamper with the lines securing such vessel, without the consent of the owner or other persons having charge thereof. [DMMC 15.04.330 (4)]

(d) No person shall willfully or carelessly destroy, damage, deface, or interfere with any public property within the Marina. No person shall alter any berth or install or construct any addition to the Marina structures or grounds without prior written permission of the Harbormaster. Any alteration or addition shall be in harmony with the architecture and overall plan of the Marina. [DMMC 15.04.330 (5)]

(e) The Harbormaster may deny the use of any of the facilities of the Marina to any person who shall refuse to comply with these rules. Any such person may be subject to prosecution as a trespasser to the fullest extent possible under the law if such order of the Harbormaster is not complied with. [DMMC 15.04.330 (6)]

Wildlife

Do not feed, taunt, capture or endanger wildlife of any kind within the Marina, Beach Park, Redondo, or any other City of Des Moines property. This includes but not limited to fish, shellfish, seals, birds, otters, etc. Failure to complay with this rule is subject to citation and/or termination.

Chapter 4: Best Management Practices

Forward

The City of Des Moines is obligated to obey and enforce all applicable State and Federal environmental laws. The City also believes that it is in the best interest of the boaters and other users of the Marina if the waters of the Marina meet the safety and health standards set forth in State and Federal regulations. Activities associated with cleaning and maintaining a vessel and disposing of sewage and gray water that result from using a vessel can impact water quality in the Marina. These activities are a necessary part of owning and using a boat, therefore, the City feels the best way to protect water quality is to provide information and equipment, if necessary, that will enable the tenants to accomplish these activities without reducing water quality. That is the foundation for the Best Management Practices (BMP). The BMP's set forth the necessary regulations, but they also provide alternative methods for regulated activities.

What are Best Management Practices?

Best Management Practices are low technology ways to protect the environment. In general, BMP's are pollution control activities designed to protect or reduce the discharge of pollutants into the waters of the Marina. The key to successful BMP's is to incorporate them into routine activities. BMP's fall into two categories: ***source control and treatment.*** Source control BMPs are actions which prevent pollutants from entering the water. Source control BMP's rely heavily on the diligence and commitment of operators and boaters in following management practices. Treatment BMP's are actions that reduce the toxicity or volume of waste after it has been generated. In general, most treatment BMPs are more expensive and labor intensive than source control measures.

The BMP's in this Chapter address cleaning and maintaining boats, hazardous materials, gray water, and sewage.

Applicable Laws and Policies

Federal:
The Clean Water Act of 1977
The Clean Water Act prohibits the discharge of untreated sewage wastes into any U.S. territorial water and within three miles of shore. [Link]

Washington State:
Water Pollution Control Act
Chapter 90.48.080 RCW
"It shall be unlawful for any person to throw, drain, run, or otherwise discharge into any of the waters of this state, or to cause, permit or suffer to be thrown, run, drained, allowed to seep or otherwise discharged into such waters any organic or inorganic matter that shall cause or tend to cause pollution of such waters according to the determination of the department, as provided for in this chapter."

City of Des Moines Municipal Code:
Harbor Code
DMMC 15.04.240
"The marine sanitation device standards of 33 CFR section 159 are adopted by reference and shall be enforced in the marina."

DMMC 15.40.250
"No person on a vessel, and no engineer or other person in charge of an engine room or machinery of a vessel, and no owner, lessee, agent, employee, or other person in charge of or employed on or about a pier, or other structure, and no person along or upon the shore of the marina shall spill, throw, pump, or otherwise cause oil, gasoline, diesel oil, or any petroleum product to be upon marina waters. A violator shall be liable for cost of removal as provided in RCW 90.48.315 et seq., and may be otherwise prosecuted."

DMMC 15.04.430 - Related to any pumping out services of a vessel.
"The owners of vessels in the marina shall be responsible for the pumping of their boats. The marina shall have no responsibility for pumping vessels, emergency or otherwise. All boats receiving emergency pumping services by the marina shall be assessed a fee which shall be added to and is due and payable at the next billing for permanent moorage customers and collectible immediately for guests and transients. Failure to pay such fee shall subject such a boat to the impound procedures of DMMC 15.04.520 through 15.04.540."

DMMC 15.04.530
"The harbormaster may move moored vessels ashore for storage within properties under the harbormaster's control or for storage with private persons under their control and bailees of the moorage facilities, if the vessel is, in the opinion of the harbormaster, in danger of sinking or creating other damage, or is owing port charges. Cost of such procedures is paid by the vessel's owner."

Des Moines Marina:
Policy and Procedures Manual, Chapter 3: Sewage, Discharge of:
Discharge of sewage or gray water from toilet facilities or sinks on vessels while in the Marina area is prohibited. Sewage pumping stations are located on and near the fuel dock and are free of charge to encourage usage.

VESSEL MAINTENANCE

All boats require cleaning and maintenance. The Best Management Practices for cleaning and maintaining your boat are all designed to keep toxic substances out of the water. With a few exceptions, most work can be safely performed if precautions are taken to minimize the impact on the marine environment.

Best Management Practices for cleaning your Boat
Any cleaning done to the exterior of a boat usually involves rinsing the dirt and the cleaning agent off into the water. Because containment is not practical, the best management practice for cleaning the exterior is to use cleaning products that minimize impacts on water quality. Often, products we assume are safe are very toxic to the marine environment. Grease cutting detergents, scouring powders and bleach are examples of cleaners that should never be used in situations where they will be rinsed off into the waters of the Marina. Cleaners that are labeled phosphate-free and non-toxic are preferable.

Any type of cleaner can be used on the interior of your boat, as long as it is not pumped overboard. Pumping bilge water containing any petroleum product, degreasers or soaps into the waters of the Marina is strictly prohibited.

Best Management Practices for Vessel Maintenance

Painting, scraping, and refinishing of boats, when in the water, is limited to minor touch ups. ***All work must be contained!*** The Washington Department of Ecology requires that slip side maintenance be limited to projects of less than 25% of the surface area of the hull above the waterline. More extensive work is required by law to be performed in a permitted boatyard facility.

The following practices apply to minor repairs and maintenance, (less than 25% of the above water surface area of the hull).

- **Any work involving more than four, (4), square feet of area requires a work permit issued by the Marina office. There is no fee for the permit.**
- For any size project, all the by-products of scraping, sanding and refinishing must be kept out of the water.
- Any sanding must be done with a vacuum sander or with containment in place.
- All paint mixing must be done with the can(s) placed inside of an acceptable form of secondary containment that will catch any spillage. Paint containers in the moorage area are limited to one, (1) gallon in size.
  Used paint and other hazardous wastes are to be taken to the Marina hazardous waste storage area for disposal. These materials are not to be discharged into the water, the sanitary sewer or a garbage dumpster.

The Harbormaster shall have the sole discretion to decide what projects may be done in the water. Violation of any applicable Federal, State, City law or Marina Rule may be grounds for termination of moorage. Any project involving more than 25% of the surface area of a vessel (above the water line) must be done in a boat yard with a NPDES permit issued by the State of Washington.

MARINA ELECTRICAL SAFETY

To promote personal safety and reduce the risk of fire, the Marina hereby adopts the Best Management Practices for Marina Electrical Safety; Association of Marina **Industries**, 2013, as part of the City of Des Moines Marina Rules & Regulations. Marina tenants are encouraged to read the Best Management Practices, available online. Tenants will be responsible for complying with the Boaters' Electrical Responsibility found on the last page of this section. New tenants will be required to sign a statement that affirms that they have read and understand the Boaters' Electrical Responsibility Code.

Chapter 5: Marina Rates and Tariffs

All wet and dry moorage fees are established by the City Manager. The Marina charges various fees for customer services, maintenance services and some administrative functions. The Marina also has established penalties for late payment of moorage fees and for infractions of some Marina Rules. Tariffs, charges, rates and fees not set by the City Manager are set by the Harbormaster, pursuant to DMMC 15.04.550. The list of all tariffs, charges, rates, and fees shall be published on the Marina website and made available for inspection at the Marina office.