

AGENDA
GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, September 28, 2023 - 3:00 PM
Community Rooms

This meeting may also be accessed through Zoom at <https://zoom.us/j/93216056382> or by calling (253) 215-8782 and entering Meeting ID 932 1605 6382. Please see the public comment & decorum section at the end of this agenda for information on options for making public comments.

CALL TO ORDER/ROLL CALL

DISCUSSION ITEMS

1. **2024 Legislative Agenda**
City Administrator Katrina Knutson
2. **Commercial Fishing Homeport Agreements**
Parks Manager Jennifer Haro
3. **2044 Comprehensive Plan Update**
Community Development Director Carl de Simas

ADJOURN

PUBLIC COMMENT & DECORUM

Public comment will not be accepted at this study session.

AMERICANS WITH DISABILITIES (ADA) ACCOMMODATIONS

ADA accommodations can be provided upon request. Those requiring special accommodations should contact the city clerk at cityclerk@gjgharborwa.gov or (253) 853-7613 at least 24 hours prior to the meeting.

CITY OF GIG HARBOR

2024 LEGISLATIVE AGENDA DEVELOPMENT

Josh Weiss and Annika Vaughn
GORDON THOMAS HONEYWELL GOVERNMENT RELATIONS

MEETING AGENDA

- What to Expect in 2024
- Overview of Agenda Setting Process and Policy Document
- Discussion

2024 LEGISLATIVE SESSION

Supplemental Budget Year

- Less opportunity for significant capital and operating investments
- The 2023-25 Capital Budget left just \$127 Million in bond capacity for 2024 (~\$2.6M per LD)
- The 2023-35 Transportation Budget focused on implementing Move Ahead WA and existing projects

Changes in Legislative Leadership

- New Senate Operating budget lead with Sen. Rolfes resignation
- New House Minority Leader and Deputy Minority Leader
- Governor race
- Other Statewide Offices (Attorney General, Insurance & Lands Commissioner)

Unfinished Business

- Any bill introduced, but did not pass, in the 2023 session will be eligible for reconsideration + any new proposals
- Returning items from 2023 agenda

APPROACH TO LEGISLATIVE AGENDA DEVELOPMENT

- Supplemental “short” sessions are best for continuing priorities or emergent items
- Funding requests:
 - Legislature likes to be “last dollar in”
 - Most successful budget requests have buy-in from the delegation
 - Require detailed information like pictures, maps and project budget
- Policy items:
 - Does the City have a unique story to tell?
 - Are we adding to or differentiating from the efforts of other partners?
- Coordinate with delegation well in advance of session

RETURNING LEGISLATIVE ISSUES

- Returning and upcoming City issues:
 - Gig Harbor waterfront resiliency study
 - Wollochet – move funding recipient from WSDOT to City
 - Paid Family Medical Leave (PFML)
 - Public Safety
 - Pierce County public safety group
- AWC 2024 Proposed Legislative Agenda:
 - Public safety – officer recruitment and retention
 - Public safety sales tax – councilmanic authority and flexibility
 - Infrastructure investment
 - Behavioral health
 - Revise the property tax cap

NEXT STEPS

September - October

- Begin to brainstorm possible 2024 needs
- Draft 2024 Legislative Agenda
- Meet with delegation members to discuss possible priorities and ensure alignment

November - December

- Develop final proposed priorities
- City Council adopts priorities

The 2024 Legislative Session begins January 8th!

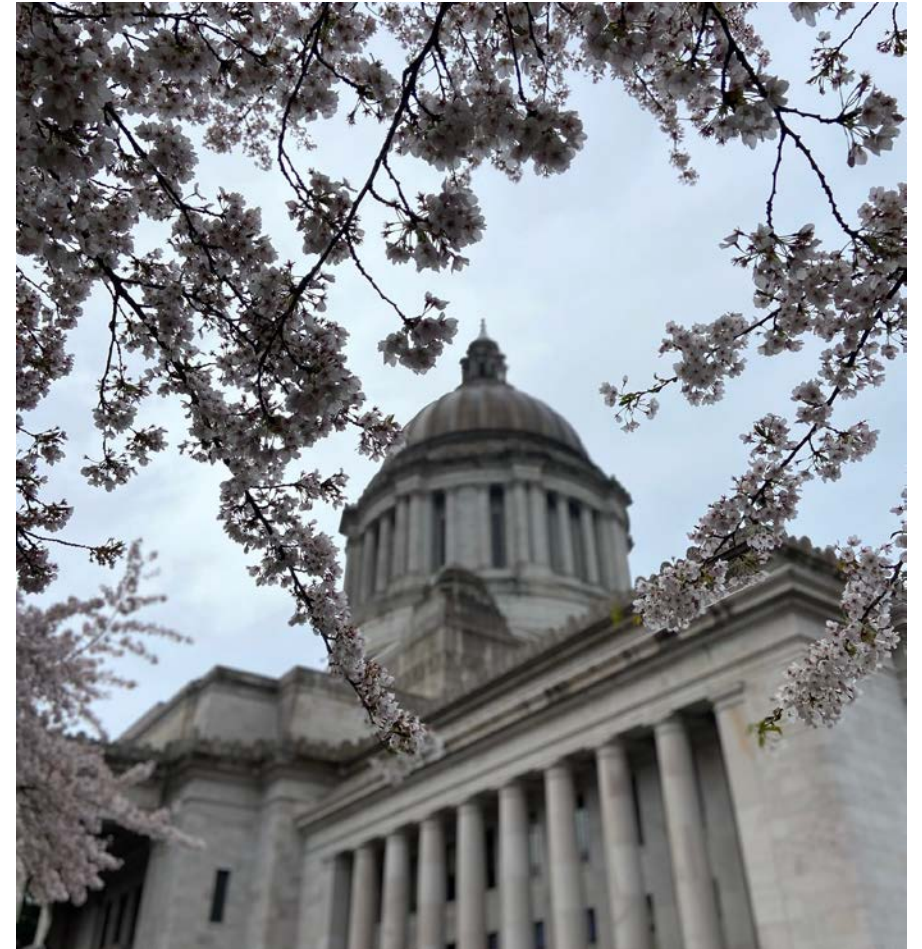
QUESTIONS?

Josh Weiss

State Lobbyist & Partner
jweiss@gth-gov.com

Annika Vaughn

State Lobbyist
avaughn@gth-gov.com





**City of Gig Harbor
City Council Meeting Agenda Bill**

Meeting Date: September 28, 2023

SUBJECT: Commercial Fishing Homeport Agreements

SUBMITTED BY: Parks Manager Jennifer Haro

DEPARTMENT: Public Works

PHONE: 253-853-8253

SUGGESTED MOTION:

BACKGROUND INFORMATION: The city has completed the 90% design-level project manual and is in the final stages of permitting for the Commercial Fishing Homeport facility at Ancich Park. The Homeport was first developed in concept in 2013 and is now slated to provide up to 17 slips for commercial fishing vessels between 45 ft and 80 ft in length. As the City moves toward the final stages of this project, it is important to consider the future management and rates for the Homeport as well as formalization of the agreement with the Gig Harbor Commercial Fishermen's Civic Club (Club) to donate money to the project.

Fishermen's Club Donation

The Club has verbally committed to provide a donation of \$200,000 toward the construction of the Homeport. The City would like to formalize a monetary donation agreement prior to awarding a construction contract, and has provided a draft donation agreement.

Moorage at Homeport

In planning ahead for the operation of the Homeport, staff looked at commercial moorage rates and moorage agreements from different regional ports – Port of Bellingham, Port of Port Townsend, Port of Seattle, Port of Grays Harbor, etc. Commercial rates are generally lower than recreational moorage rates. The attached spreadsheet shows moorage rates at seven different port districts that rent dock space to commercial vessels. The lowest rate for a boat less than 80 feet long is \$6.39 per foot per month, plus tax, at the Port of Bellingham. The highest rate was \$9.75 per foot at the Westport Marina at the Port of Grays Harbor. Boats over 80 feet are charged more per foot at several marinas, but the boats we anticipate mooring in Gig Harbor are less than 80 feet. The average rate per foot for vessels less than 80 feet long is \$8.73 per foot. Staff recommends moorage rates at around the average rate.

Also attached is a sample moorage application and a sample moorage agreement as well as a copy of rules and regulations from the Port of Bellingham. Gig Harbor would need to create one that would be signed by each boat's owner or captain. A final draft version will need to be reviewed by the City Attorney and RMSA (Risk Management).

Other considerations include when the slips will be allocated and how slips will be allocated, if moorage demand exceeds available slips. Under one scenario the Club would receive slip assignment priority due to their donation. Once the Club members

have been allocated, the city would then determine how any additional moorage would be advertised and prioritized for slips. As of September 19, we had 15 vessels express interest in mooring at the Homeport based on an informal poll. We would like to begin collecting formal moorage applications prior to awarding a construction contract then receive signed moorage agreements shortly after awarding a construction contract.

Additional items to consider with operation of the Homeport include; staffing, check-in and payment processes, loading and unloading vessels, crew liveaboards, garbage, waste oils & fluids, storage, public access to docks, electric and water service rates, and rule enforcement. All of the items will require management by an entity, which is likely the City. Staff was unable to find another city in Washington that manages and/or owns a commercial dock. All of the Washington examples are run by port districts. The city-owned commercial docks on the West Coast are in Alaska (Dutch Harbor, Kodiak, etc.), and they have Harbor Departments. There do appear to be city-owned facilities on the East Coast.

At the September Study Session Staff will review these items, including the timing and allocation of moorage slips, and will request direction from Council on proceeding with these items.

FISCAL CONSIDERATION: Donation of \$200,000 from Gig Harbor Commercial Fishermen's Civic Club
Future operating expenses

ATTACHMENTS:

1. GH Commercial Fishermans Homeport funding agreement Draft 092023
 2. 2023 Commerical Fishing moorage rates
 3. SampleMoorage Agreement
 4. Sample Rules & Regulations
-

STRATEGIC PLAN PRIORITY: Promote and enhance a dynamic and robust economy

FUNDING AGREEMENT BETWEEN THE CITY OF GIG HARBOR AND GIG HARBOR COMMERCIAL FISHERMEN'S CIVIC CLUB

THIS FUNDING AGREEMENT is entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter referred to as the "City") and the Gig Harbor Commercial Fishermen's Civic Club, a for-profit corporation (hereinafter referred to as "Fishermen's Club").

W I T N E S S E T H

WHEREAS, the City owns Ancich Park, located at 3589 Harborview Drive, Gig Harbor, WA (hereinafter referred to as the "Property"); and

WHEREAS, the Property encompasses Ancich Park, which contains the Community Paddler's Dock and Ancich Pier and Netshed; and

WHEREAS, the City purchased and developed the Property to rehabilitate the Ancich Netshed, reconstruct the Ancich Pier, construct the boat storage building, Community Paddlers Dock and view plaza; and

WHEREAS, the City has plans to construct a Commercial Fisherman's Homeport extending from the Ancich Pier, with moorage for commercial fishing vessels and has contracted with an engineering firm for design, and has submitted permit applications for construction; and

WHEREAS, GHCFCC has proposed the Homeport, advocated for its funding, consulted on its design, and has committed to contribute \$200,000 toward the project; and

WHEREAS, the use of the Property will benefit the Fishermen's Club, therefore the parties hereto agree as follows:

TERMS

1. Purpose. The purpose of this Agreement is to establish terms relating to the Fishermen's Club monetary donation to the project.
2. Donation and Restrictions. The Fishermen's Club agrees to donate to the City of Gig Harbor two hundred thousand dollars (\$200,000.00) to support the construction of the Commercial Fisherman's Homeport. The Fishermen's Club requires that the donated funds be used for the construction or other related expenses of the Commercial Fisherman's Homeport project only. Once the funds are expended for this purpose no conditions remain. If the funds are not expended for this purpose within 10 years, the City must return the donation to the Fishermen's Club. The City agrees to accept this donation pursuant to the terms outlined in this agreement.

3. Terms. The Fishermen's Club monetary donation shall be transferred to the City prior to the City Council meeting where the bid award for construction of the Commercial Fishing Homeport is on the agenda. The City will provide at least 21 days notice of the meeting.
4. Duration and Notice of Termination. This Agreement shall take effect on the date it is signed by both parties. Once effective, this Agreement shall remain in effect until completion of the Commercial Fishing Homeport.
5. Modification or Waiver. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the parties.
6. Entire Agreement. The written provisions of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Agreement.
7. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.
8. Notices. General notices required to be in writing under this Agreement shall be sent by registered or certified mail as follows:

Gig Harbor Commercial Fishermen's Civic Club	City of Gig Harbor
President	City Administrator
PO Box 429	3510 Grandview Street
Lakebay, WA 98349	Gig Harbor, WA 98335
9. Severability. If any section or provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, this Agreement shall be construed as though such section or provision had not been included in it, and the remainder of the Agreement shall be enforced as the expression of the parties' intentions. If any section or provision of this Agreement is found to be subject to two constructions, one of which would render such section or provision invalid and one of which would render such section or provision valid, then the latter construction shall prevail.

IN WITNESS WHEREOF, the parties have executed on _____.

Gig Harbor Commercial Fisherman's
Civic Club

CITY OF GIG HARBOR

By: _____

By: _____

Its: _____

Its: Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Tracie Markley is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the Gig Harbor Commercial Fisherman Civic Club to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

Commercial Moorage Rates at Washington Marinas

Port District	Location	Length	Rate Per Foot/Month	Tax* 12.84%	Total Rate Incl. Tax
Port of Bellingham	Squalicum Harbor	Less than 80 feet	\$ 6.39	\$ 0.82	\$ 7.21
		80 feet and larger	\$ 7.20	\$ 0.92	\$ 8.12
	Blaine Harbor	Less than 80 feet	\$ 6.39	\$ 0.82	\$ 7.21
		80 feet and larger	\$ 7.20	\$ 0.92	\$ 8.12
Port of Port Townsend	Boat Haven	Up to 70 feet	\$ 8.13	\$ 1.04	\$ 9.17
		71 feet +	\$ 9.25	\$ 1.19	\$ 10.44
Port of Seattle	Fisherman's Terminal	30-79 feet	\$ 8.36	\$ 1.07	\$ 9.43
		80-125 feet	\$ 11.75	\$ 1.51	\$ 13.26
	Shilshole Bay Marina	30-79 feet	\$ 8.12	\$ 1.04	\$ 9.16
		79-125	\$ 11.97	\$ 1.54	\$ 13.51
Port of Everett	Port of Everett Marina	Any	\$ 8.25	includes tax	\$ 8.25
Port of Anacortes	Cap Sante Marina	Any	\$ 7.97	\$ 1.02	\$ 8.99
Port of Skagit	La Conner Marina	Under 30	\$ 6.83	\$ 0.88	\$ 7.71
		30 - 35	\$ 7.29	\$ 0.94	\$ 8.23
		35 - 40	\$ 7.68	\$ 0.99	\$ 8.67
		41 - 45	\$ 8.04	\$ 1.03	\$ 9.07
		45 - 50	\$ 8.34	\$ 1.07	\$ 9.41
		Over 60	\$ 9.52	\$ 1.22	\$ 10.74
Port of Grays Harbor	Westport Marina	Any	\$ 9.75	\$ 1.25	\$ 11.00

*Current leasehold tax rate rate

Note: Extra charges for electricity, environmental fees, etc.

Average rate per foot = \$ 9.35

Average rate for < 80 feet = \$ 8.73

Port of Bellingham
SQUALICUM & BLAINE HARBORS

CUSTOMER INFORMATION			Account #
Vessel Legal/Reg. Owner (First, M. Last):			
Driver's License #:		State Issued:	
Vessel Legal/Reg. Owner's Spouse (First, Last, M):			
Driver's License #:		State Issued:	
Street Address:	City:	State:	Zip:
Mailing Address:	City:	State:	Zip:
Email Address:			
Home Phone:	Work Phone:	Cell:	
Emergency Contact:	Emergency Contact Phone:		
Vessel Owner's Employer:			
City:		State:	Zip Code:

COMPANY INFORMATION			
Company Name:		TID/UB#:	
Address:	City:	State:	Zip Code:
Phone #:	Email Address:		

PARTNER INFORMATION			
Name: (First, Middle, Last):			
Address:	City:	State:	Zip Code:
Phone #:	Email Address:		

LIEN HOLDER INFORMATION			
Lien Holder: ☐ Yes ☐ No		Lien Holder:	
Address:	City:	State:	Zip Code:

Port of Bellingham
SQUALICUM & BLAINE HARBORS

VESSEL INFORMATION				
Vessel Name:		Vessel Reg/Doc. Number:		
If not registered, by initialing you intend to register the vessel according to WA State Dept. of Licensing Regulations. _____ int.				
As of today is the vessel >65' and older than 40 years old? ☐ Yes ☐ No				
If yes, is latest survey provided? ☐ Yes ☐ No				
Make:	Model:	LOA:	Beam:	Draft:
HIN #: Vessel Home Port:		Year of Vessel:		Fuel ☐ Gas ☐ Diesel

INSURANCE INFORMATION	
Insurance Company:	Phone Number:
Type of Coverage: ☐ General Liability ☐ Legal Liability ☐ Pollution Liability	
Policy Number:	Amount of Coverage:

SLIP & BILLING INFORMATION <i>Staff Use Only</i>			
Gate #:	Slip #:	Slip Length:	Power ☐ Yes ☐ No
Start Date:	Monthly Rate:		Annual Moorage: ☐ Yes ☐ No
Boat Measured At:	New Customer Fee: ☐ Yes ☐ No		ACH: ☐ Yes ☐ No
Bank Account Information (required if not on ACH):			
Moorage Use Permitted Under this License: ☐ Recreation ☐ Active Commercial Fishing ☐ Merchant Leaseholder			

LICENSE TERMS AND CONDITIONS

Subject to the terms and conditions set forth herein, the Port of Bellingham hereby grants a Moorage Agreement, which is a month-to-month License to the Customer for use of an assigned slip. This License is granted subject to the terms and conditions of the Harbors' Rules, Regulations, and Rates Handbook (Rules and Regulations) as they now exist of and are from time to time amended. Failure to comply with all terms and conditions of this License and/or the Rules and Regulations may result in termination of this License.

1. Moorage Customer Information

The Moorage Customer acknowledges that information provided by the Moorage Customer is true, accurate and complete. Moorage Customer shall notify the Port of any change in the information, including but not limited to, contact information such as address, phone number, email, etc.

2. License for Permitted Use

This License is for the moorage of Recreational, Active Commercial Fishing and Merchant Leaseholder vessels. There are other uses, such as moorage of a Multiparty Boathouse or Liveaboard Moorage that may be allowed under the Rules and Regulations. These uses require a separate license agreement between the Port and the Customer. Other uses may be conditionally approved in writing by the Harbormaster.

3. Moorage Charges & Fees

The first month's moorage is non-refundable. The Port of Bellingham sets moorage rates, fees, and other charges, according to the Revised Code of Washington 53.08. All moorage charges, rates, and fees are set forth in Appendix A of the Rules and Regulations along with any other charges or fees, are due upon receipt. Charges that are not paid by the end of the calendar month, will be assessed a late fee per Appendix A.

4. Non-Payment of Moorage Charges

Moorage Customer understands that the Port is authorized by the Revised Code of Washington 53.08.320 to impound the vessel for non-payment of moorage charges.

5. Harbor Rules and Regulations

It is the Moorage Customer's responsibility to read the current Rules and Regulations (posted at the Harbor Office) and failure to abide by the terms and conditions of the Rules and Regulations or failure to pay moorage charges, storage rental fees, or any other fee charged by the Port by the due date, shall constitute a default under the terms of this License. A default under this License shall constitute a default under any other lease or agreement the Moorage Customer has with the Port.

By signing this License, Moorage Customer acknowledges and agrees to comply with the Rules and Regulations which are updated annually. Failure to comply with the Rules and Regulations is a default under this License. A copy of the current Rules and Regulations can be obtained on the Port's website at: www.portofbellingham.com.

6. No Assignment, Transfer, or Sublet of Slip

This License may not be assigned, transferred, or sublet without authorization from the Port, and all charges will continue until this License is terminated as explained in the Rules and Regulations. If the Moorage Customer's account becomes delinquent, he/she agrees to pay all late charges, interest, additional handling, impound, and collection costs, attorney fees, and all court costs connected with the collection of the amount due.

7. Prior Account Delinquency

Pursuant to Port Resolution No. 1001, the Port has reserved the right to deny any services to Moorage Customers who have become ninety (90) days delinquent on their account. Moorage Customers with a history of late payments or account write-offs, as determined by the Port, will have to pre-pay three (3) months in advance before moorage is granted or continued.

8. Vessel Registration

This License must be in the name of the registered/legal owner of the vessel. Moorage Customer agrees to supply the Port with a current copy of the vessel registration annually. If vessel is currently not registered, Moorage Customer agrees to register the vessel immediately according to the Washington State Department of Licensing regulations. Information on the Dept. of Licensing regulations may be obtained from the Department of Licensing. It is the Moorage Customer's responsibility to know and understand the vessel registration requirements in RCW 88.02.

9. Insurance

Moorage Customer will comply with insurance policy requirements in the Rules and Regulations.

10. Insurance-Transfer of Ownership-Vessels Greater than 65 feet and more than 40 years old

Moorage Customer will comply with RCW 79.100.170 and the Rules and Regulations with regard to the transfer of vessels greater than 65 feet and more than 40 years old.

11. Vessel Inspection-Vessels Greater than 65 feet and more than 40 years old

Moorage Customer will comply with RCW 79.100.150 and the Rules and Regulations insurance policy requirements in the Rules and Regulations prior to transfer of vessels greater than 65 feet and more than 40 years old.

12. Vessel Seaworthiness

Vessels moored in the harbor must be completely without hazardous conditions as determined solely by the Port, and ready for cruising in local waters. Upon approval of this License, the Moorage Customer grants permission to the Port when requested for an on-board inspection of his/her Vessel by the Port, city, county, state, or federal representative, or the vessel shall be deemed unseaworthy. Failure to allow such an inspection shall be cause for termination of moorage. Without limiting the foregoing, the Port is under no obligation or duty to undertake any inspection of any vessel. The Port may require that the Moorage Customer provide, at no cost to the Port, additional information (such as a marine survey) to establish seaworthiness.

13. Best Management Practices and Environmental Rules

A copy of the Port's Best Management Practices is included as **Attachment A** to this License and Moorage Customer agrees to abide by these practices. Moorage Customer understands that the Port facilities are 'NO DISCHARGE' facilities and will abide by all federal, state, local and Port environmental laws, rules and regulations. The discharge of black water is prohibited. Pumpout facilities are located at several locations in the harbor.

Any fuel or oil that is spilled into the harbor must be reported immediately to the U.S. Coast Guard National Response Center, Department of Ecology, and the Harbor Office. Those numbers are available in the Harbor Office or on **Attachment B**.

14. Maintenance, Repair, or New Work on Vessels

The Rules and Regulations contain requirements regarding maintenance, repair or new work on vessels. All contractors or vendors who perform work on vessels in the harbor must (i) have a Port issued Business License and (ii) must provide insurance naming the Port as an additional insured. The complete requirements are contained in the Rules and Regulations. Utilization of contractors or vendors that do not meet these requirements is a default of this License.

15. Waiver and Release

THE MOORAGE CUSTOMER ACKNOWLEDGES THAT THE PORT DOES NOT ACCEPT MOORAGE CUSTOMER'S VESSEL FOR BAILMENT OR STORAGE AND SHALL NOT BE LIABLE OR RESPONSIBLE IN ANY MANNER FOR ITS SAFE KEEPING AND CONDITION OF ITS TACKLE, GEAR, APPAREL, EQUIPMENT, AND/OR FURNISHINGS. IN PART CONSIDERATION FOR THE GRANTING OF THE LICENSE HEREIN, THE MOORAGE CUSTOMER DOES HEREBY FOREVER, RELEASE AND DISCHARGE THE PORT, ITS COMMISSIONERS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES FOR PROPERTY DAMAGE OR PERSONAL INJURY ARISING FROM OR RELATED TO THE PRESENCE OF THE MOORAGE CUSTOMER OR THE VESSEL WITHIN THE PORT'S HARBOR(S) EXCEPT TO THE EXTENT AND IN PROPORTION THAT SUCH PROPERTY DAMAGE OR PERSONAL INJURY IS CAUSED BY THE GROSS NEGLIGENCE OF THE PORT, ITS COMMISSIONERS OR EMPLOYEES. THIS WAIVER AND RELEASE SHALL BE BINDING UPON THE HEIRS, EXECUTORS AND ASSIGNS OF THE MOORAGE CUSTOMER. THIS RELEASE IS A NEGOTIATED TERM OF THE ECONOMICS OF THE LICENSE.

16. Indemnification and Hold Harmless

IN PART CONSIDERATION FOR THE GRANTING OF THE LICENSE HEREIN, THE MOORAGE CUSTOMER SHALL SAVE, DEFEND AND HOLD HARMLESS THE PORT, ITS COMMISSIONERS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES FOR PROPERTY DAMAGE OR PERSONAL INJURY ARISING FROM OR RELATED TO THE PRESENCE OF THE MOORAGE CUSTOMER OR THE VESSEL WITHIN THE PORT'S HARBOR(S) EXCEPT TO THE EXTENT AND IN PROPORTION THAT SUCH PROPERTY DAMAGE OR PERSONAL INJURY IS CAUSED BY THE GROSS NEGLIGENCE OF THE PORT, ITS COMMISSIONERS OR EMPLOYEES. THIS INDEMNIFICATION AND HOLD HARMLESS INCLUDES CLAIMS BROUGHT BY EMPLOYEES OF THE MOORAGE CUSTOMER AND THEREFORE CONSTITUTES A WAIVER UNDER TITLE 51. THIS INDEMNIFICATION AND HOLD HARMLESS IS A NEGOTIATED TERM OF THE ECONOMICS OF THE LICENSE.

17. Jurisdiction and Law

This License shall be governed by Washington law. Exclusive jurisdiction and venue for any dispute arising under this License shall be the Whatcom County Superior Court. Without limiting the foregoing, the Moorage Customer specifically waives any jurisdiction of the federal district court or the right to seek removal to the federal district court.

18. Waiver

The waiver or failure of the Port to enforce any term or condition of this License shall not be a waiver of any right to enforce this License.

19. Notice

All notices to Moorage Customer under this License shall be made to the address provided in this License. Notice shall be deemed complete upon the third calendar day after such notice is placed in the United States mail postage prepaid and addressed to the address provided pursuant to this License or upon receipt of actual notice, whichever occurs first.

20. Amendment

This License may only be amended in writing. Without limiting the foregoing, no statements by Port employees shall be deemed an amendment or waiver of this License.

21. Entire License

This License (including applicable portions of the Rules and Regulations and Attachments A & B) is the entire License between the Port and the Moorage Customer.

MOORAGE CUSTOMER SIGNATURE

Moorage Customer has read and understands the foregoing and agrees to all terms and conditions contained in this License and the current Harbors' Rules, Regulations, and Rates Handbook.

This License contains a Waiver, Release and Indemnification-Hold Harmless Agreement. Moorage Customer has read and understands these provisions.

This is a public record subject to Washington State Public Records Act (RCW 42.56).

Signature of Registered/Legal Owner:	Date:
Signature of Registered/Legal Owner:	Date:
Signature of Port of Bellingham:	Date:



Clean Marina Washington

BEST MANAGEMENT PRACTICES (BMP's)

BMP's are intended to be practical and affordable actions that can reduce pollution at the source, but they will only work with everyone's participation. By effectively implementing source control measures now, marinas and marina tenants may be able to avoid more expensive and restrictive measures being placed on the boating public by regulatory agencies in the future. By adopting the following BMP's, we can show our commitment to preserving the surrounding environment in accordance with the guidelines issued by the Washington State Department of Ecology and the requirements of the Federal Clean Water Act.

Commercial Activity

- Boat hulls with soft or ablative anti-fouling paint shall not be scrubbed or cleaned in the Marina by divers or with underwater scrubbing devices. Approved haul-out facilities must be used for these coatings. Mechanical devices or scrapers, or any process that removes paint underwater may not be used.
- Divers are not allowed to leave any sort of material in the water including film, debris or zinc.
- Contractors must dispose of their own waste off site. The marina is not permitted to handle hazardous wastes generated by commercial operators or maintenance contractors.

Engines and Bilges

- Absolutely no oil, fuel, or anti-freeze is to be discharged into the open waters. Use absorbent pads to soak up oil and fuel in bilges.
- Do not pump contaminated bilge water into the open waters. Install a manual bilge pump shutoff switch to avoid discharging contaminated bilge water.
- Never drain oil, antifreeze or other liquids into the bilge. Use pumps to drain engine oil directly. Recycle all waste oil and antifreeze on shore.
- Do not dispose of fuel, oil or filters in the dumpsters. Recycle oil, antifreeze and oil filters at appropriate shore-side facilities. Do not mix any other fluid with waste oil when pouring into recycling tanks. Waste oil contaminated with other materials cannot be readily recycled and disposal costs increase dramatically.
- Do not use detergents or soaps on fuel, oil or otherwise contaminated bilge water. While enzyme-based bilge cleaners are generally safe to use, it may take some time before the oil sheen is gone. It is best to remove contaminated water and dispose of it appropriately at on-shore facilities. The discharge of emulsified oil is a violation of state law. Use absorbent pads.
- In Washington State, boats that are over 26' in length are required to display an "oil Discharge is Prohibited" placard near the bilge pump switch (placards are available at most marine supply stores). Fines for discharging oil from a bilge can amount to as much as \$20,000 per day per violation.

Boat Fueling

- Report oil and fuel spills immediately to Washington State's hotline at 1(800) OILS-911 and the National Response Center 1-800-424-8802. If you cause a spill, stop it at the source and start to clean it up immediately. Do not pour liquid detergent onto the spill; this is illegal, makes recovery impossible and makes the spill worse under the surface.
- Do not "top-off" or overfill tanks. Know your fuel tank capacity and don't wait for fuel to spill out of the overflow vent to indicate full. Place a bucket or an absorbent pad at the fuel vent in case of accidental overflow. Special No-Spill containers are available at marine supply stores for this purpose. Remember warm weather and direct sunlight can cause expansion and a fuel vent spill even after fueling is completed. In-line fuel/air separators and indicator whistles can be installed to reduce fuel vent spills.
- Do not hose down accidental fuel spills. Do not use detergents or soaps to clean up fuel and oil spills. Use absorbent pads when feasible.

Sewage and Gray Water

- Do not discharge sewage directly overboard. Discharge within three (3) miles of land is illegal and subject to fines up to \$2,000.
- Y-valves must be safety wired to ensure sewage flows into holding tank only.
- Store sewage in holding tanks and dispose of properly at a pump-out station or use a pump-out service.
- Even treated sewage is a threat to the shallow water environments. Do not discharge treated sewage (including Coast Guard approved MSD's) while within Port PMA.
- Minimize detergent usage and oily food waste in on-board sinks and showers. Scrape off table scraps and dispose of in the trash. Use shore side facilities whenever possible.

Vessel Cleaning

- Scrub and rinse your boat often. A quick rinse after each outing reduces the need to scrub the top-side with harsh cleaners.
- If cleaners are used, no visible suds or discoloration of the water are permitted. Spot clean or use small amounts of phosphate-free and biodegradable soaps only when necessary. Otherwise, use alternatives such as baking soda or vinegar as all-purpose cleaners. Remember there is no legal discharge of any cleaner to our waters.

Surface Preparation and Refinishing

- Painting and refinishing of boats (when in the water) is limited to minor touch ups. All work must be contained. Major work involving more than 25% of the boats above water surface areas must occur on land at a permitted boatyard. Schedule cosmetic work during annual haul-outs.
- Tarps must be used to capture all dust, drips, and debris. Any discharge to marine waters is a violation of state and federal law. Airborne particles may damage adjacent boats. The open water area between the hull and the dock must be tarped during rail or minor hull work.
- Do not work from a float or small boat.
- Limit use of paint, thinners and varnish on board or on the dock to containers of one (1) gallon in size or smaller.
- All paint mixing must be done on the shore, not the dock or the deck of the vessel. Open cans should be placed inside some type of secondary containment that will catch spills. A five gallon bucket or plastic tote works well for this purpose.
- Spray painting is not allowed while boats are in the water.

Hazardous Wastes

- Contact the county to locate an off-site disposal facility. Do not dispose of any liquid paint, solvents or other hazardous wastes in the facility trash receptacles or any solid waste container. Completely dry all paint cans before placing in the trash.
- All hazardous waste must be disposed of properly. Do not dispose of the following in the facility trash receptacles:
 - Fuel, used oil, used oil filters, antifreeze or transmission fluid
 - Paints, solvents or varnish
 - Batteries
 - Wet shop rags
- Buy only the amount of materials you need. Use up remaining paint if possible. Take excess paints and chemicals home or dispose of them at the local hazardous waste facility. Do not discard these materials in the sewer or storm drains.
- Store usable chemicals, coatings and fuels securely on-board to prevent accidental overboard discharge. Do not store any hazardous or flammable materials on the dock, or in lockers / dock boxes.
- For additional information about disposal of hazardous waste, please contact the Disposal of Toxics Facility 360-380-4640.

Solid Waste Disposal

- Securely store all garbage for shore-side disposal. “If it goes aboard, it comes ashore.”
- Dispose of all garbage in the facility trash receptacles.
- Collect all pet waste in plastic bags and dispose of in the facility trash receptacles.
- Let empty paint cans dry out completely before disposing of them in the facility trash receptacles.
- Recycle aluminum, cardboard, glass, plastic drink bottles and newspapers.
- Whenever possible select non-disposable containers for food and other items to minimize waste and chance of losing overboard.

Stormwater and runoff

- No pressure washing of any kind is permitted in upland areas except on approved pressure wash pads.
- No boat or vehicle washing is allowed in facility parking areas.
- No dumping of any material into storm-drains.

Moorage Check Sheet

- ☐ Current Registration is in Moorage Customer's Name
- ☐ Current Insurance Policy Meets Port of Bellingham Requirements
- ☐ First Full Calendar Months' Moorage Payment is Non-Refundable
- ☐ Cancellation Requires 15 Days of Written Advanced Notice
- ☐ Provided Vessel LOA Matches True Length of Vessel Including All Overhangs
- ☐ Dock Carts Are to be Returned to The Top of the Gate After Each Use
- ☐ All Dinghies Must be Visibly Labeled and Cannot be Stored in Reserved Spaces, These are Marked with a Red "R"
→ Reserved Dingy Spaces are not available to subleasing customers
- ☐ Customer is Responsible for Damage to Dock Box
→ Dock Boxes are not available to subleasing customers
- ☐ Liveaboard is Granted Through a License Which Must be Applied For
→ Live aboard is not available to subleasing customers
- ☐ Blaine and Squalicum Harbors are NO DISCHARGE Harbors
- ☐ Spills MUST be Reported Immediately
- ☐ Storage is Not Allowed on Floats [Small Boarding Steps OK]
- ☐ New Customers Must Pay a \$50 Set-Up Fee
- ☐ Each Customer gets 2 Key FOBS, Additional FOBS are \$10

Port Staff has explained all of the above and customer agrees to abide by these rules and ones set forth in the Squalicum and Blaine Harbors' Rules, Regulations, and Rates Handbook. Customer agrees to provide proof of registration, insurance, and a completed moorage agreement prior to moving boat into the Harbor.

ACS Credential Choice

☐ Card

Port Staff

Customer Signature

☐ FOB

Account #

Date

Print Customer Name

☐ FOB Board and/or Completed

Harbors' Rules, Regulations, and Rates Handbook



Squalicum Harbor

Blaine Harbor

Bellingham Cruise Terminal



Effective March 1, 2023

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Section 1: DEFINITIONS

Active Commercial Fishing (ACF)

Actively engaged in a bona fide commercial fishing operation under one or more valid license(s). Proof of ACF activity may include but is not limited to: previous or current season fishing license and previous or current season fish tickets, previous or current season tendering contract, landing permits in the name of the Vessel Owner, or written verification of commercial fishing status from a legal representative of a recognized tribal nation. Fish tickets and landing permit must clearly show vessel operator, vessel name, permit holder(s) and catch quantity. Previous is defined as in the past two years from date of request.

Active Commercial Fishing Vessel (ACFV)

A Vessel which is actively engaged in a bona fide commercial fishing operation and rigged accordingly as determined by the Harbormaster(s), under one or more valid commercial fishing license(s). The Port shall have the sole discretion on whether a particular Vessel is engaged in bona fide commercial operations.

Assignment

Assignment, as used herein, may mean rental, sub-rental, lease, sublease, assignment, or license, whichever is appropriate.

Berth (or Slip)

Refers to the space allotted for a Vessel to moor.

Blue-Line Moorage Model

Adopted by Resolution, the Blue-Line Moorage Model is the tool used to determine moorage rates for the Port's mooring facilities.

Boathouse Agreement

A separate agreement from the Moorage Agreement that is between the Boathouse Organization and the Port of Bellingham.

Boathouse, Individual Boathouse and Multiparty Boathouse

A Boathouse is a privately-owned floating structure consisting of floats, walls, and a roof, which is capable of being moved on water and is connected to a Port float system and covers or encloses a slip or slips. An Individual Boathouse covers or encloses only one slip. A Multiparty Boathouse is a Boathouse that covers or encloses multiple slips. (It is noted that in the City of Bellingham Ordinance # 2012.09.044, Section 4502, 'Definitions,' the term "Condominium Boathouse" is used instead of "Multiparty Boathouse." The reference "Condominium Boathouse" in City of Bellingham Ordinance #2012.09.044 shall mean a "Multiparty Boathouse" as used herein.)

Boathouse Organization

A legal entity properly registered in the State of Washington that owns a Multiparty Boathouse. Multiparty Boathouse Agreement: An agreement (which is separate from the Moorage Agreement) that is between the Boathouse Organization and the Port of Bellingham.

Boathouse Owner(s)

The Owner of an Individual Boathouse or the collective Owners of a Multiparty Boathouse. The Boathouse Owners of a Multiparty Boathouse must be a Boathouse Organization (as defined herein) duly registered in the State of Washington.

Commercial Vessel

Commercial Vessels are defined as tugs, barges, tour-boats, etc., engaged in business for hire.

Delinquent Account

Accounts which remain unpaid, in whole or in part sixty (60) days or more, from invoice date.

Derelict Vessel

Means the Vessel's owner is known and can be located and exerts control of a Vessel that has been moored, anchored, or otherwise left in the waters of the state or on public property contrary to RCW 79.02.300 or rules adopted by an authorized entity, has been left for a period of seven consecutive days and is: sunk/in danger of sinking, obstructing a waterway, or endangering life or property.

Dinghy

A secondary vessel designed to be stored aboard a primary vessel and used for the specific purpose of ship-to-shore transit.

Float

A floating structure normally used as a point of transfer for passengers and goods, or both, and for mooring purposes.

Handbook

Refers to the Harbor Rules, Regulations, and Rates (Rules & Regulations) Handbook.

Harbor Facilities

Refers to any properties or facilities owned or operated by the Port at the Blaine and Squalicum Harbors and Bellingham Cruise Terminal.

Harbor Office

Refers to the office of the Moorage Facility where moorage is assigned.

Harbor or Marina

Refers to all water, land, and buildings within the boundaries of Harbor Facilities.

Harbor User

Refers to any person, limited liability company, business, or Corporation including Vessel Owners and Operators, Moorage and/or Upland Storage Customers, Merchant Leaseholders, and the public, entering Harbor Facilities.

Harbormaster

Refers to the Harbormasters of Blaine and Squalicum Harbors or any person with whom the Harbormaster may delegate his/her authority.

Late Fees

Invoices issued for rates, charges, and/or fees issued under these Regulations which are due and payable upon receipt. Unpaid invoices will be charged a late fee if not paid in full by the end of the month the invoice is due.

Length on Deck (LOD)

Refers to the length of a Vessel's hull from the outboard side of the transom to the outboard side of the bow (the watertight envelope of the Vessel), not including additional overhangs such as pulpits, swim steps, railings, outboard motors, or other protuberances.

Length Overall (LOA)

Refers to the length of a Vessel measured from the extreme point of the bow to the extreme point on the stern, including all gear and appurtenances.

Lessee

Refers to the Customer who enters into an Upland Storage Agreement with the Port for an assigned storage space. Also referred to an Upland Storage Customer.

Liveaboard

Refers to those individuals who have been granted a license to stay overnight aboard their Vessel more than 15 days in any 30-day period in excess of two consecutive months and have a current Liveaboard Agreement on file with the Port's Harbor Office. The right to live aboard a Vessel is a revocable license provided to the customer and does not create a residential landlord-tenant relationship between the Port and the customer.

LLC

Means a Limited Liability Company.

Manager

Refers to the Harbormasters or Marine Terminals Manager or his/her designee.

Marine Commercial / Trades

Refers to an Upland Leasehold Tenant of the Port or a Port Business License Holder that operates a marine support business.

Marine Terminals Manager

Refers to the manager of Bellingham Cruise Terminal or any person with whom the manager may delegate his/her authority.

Merchant Leaseholder

Refers to an upland leasehold tenant of the Port who also has moorage for one or more slips at the Port of Bellingham which are used for the sale or charter of vessels.

Merchant Transient Moorage

Refers to the temporary sub-assignment of a Merchant Leaseholder slip to a Vessel Owner for purposes other than brokerage or charter.

Moorage Agreement

A month-to-month License to the Customer for use of an assigned slip.

Moorage Customer (Customer)

Refers to a Vessel Owner who has entered into a Moorage Agreement with the Port.

Moorage Facility

Refers to any properties or facilities owned or operated by the Port which are capable for the use of moorage or storage of Vessels and/or marine related items, including support facilities for harbor operations.

Moorage Facility Operator

Refers to the Port of Bellingham, which owns and operates Moorage Facilities.

Narrow Channels

Refers to all water inside the breakwater of the Harbors. Navigation rules defined per United (U.S.C) States Code Title 33, Chapter 34, Rule 9.

No Discharge Harbors

"No Discharge Harbors," as used herein, shall mean that no debris, paint scrapings, waste liquids, hazardous materials, etc., caused by a Vessel Owner's, Operator's, or third party's maintenance or repairs to a Vessel, is permitted into the water. See the Harbor Office for a list of the Port's Best Management Practices.

Operator

Refers to any person who operates a Vessel.

Owner

Refers to every person, firm, partnership, Limited Liability Company, Corporation, association, organization, or agent thereof with actual or apparent authority who, expressly or implicitly, contracts for the use of a Moorage Facility.

Past Due

Any invoice issued for any charge that remains unpaid after the last day of the billing month.

Permanent Moorage

Refers to a Moorage Customer who has entered into Moorage Agreement with the Port with no end date. Moorage continues until Moorage Customer provides 30-day cancellation notice or by the Port for terms set forth in the Rules & Regs.

Port

Refers to the Port of Bellingham.

Port Charges

Charges for moorage and storage, and all other charges and fees owing or to become owed between an Owner and the Port, and may include, but not be limited to, costs and expenses, including attorney's fees and court costs, incurred in salvage, termination, removal and/or sale of Vessels.

Rules & Regulations (Rules & Regs)

Refers to the Harbor Rules, Regulations, and Rates Handbook.

Resident of the United States of America

A resident of the United States of America is a person who can establish that he/she has maintained his/her primary place of abode for the preceding one year within the United States of America, or who owns real property in the United States of America on which he/she is a bona fide owner in fee simple of not less than an undivided one-half interest, the size of which meets all zoning requirements of the governmental authority with jurisdiction over the parcel.

Any resident who while maintaining moorage, may relocate his/her primary place of abode outside of the United States of America and no longer owns property in the United States of America on which he/she is a bona fide owner in fee simple of not less than an undivided one-half interest, the size of which meets all zoning requirements of the governmental authority with jurisdiction over the parcel, may be deemed to be a nonresident for all purposes of these regulations and rates.

Responsible Person

Refers to a Moorage Customer who sells his/her Vessel to a third party but fails to comply with the provisions of Section 5.7.

Storage Unit

The storage space within a webhouse or the fenced-in dry storage area assigned under an Upland Storage Agreement.

Sublease Agreement

A month-to-month License between the Port and the Moorage Customer granting a sublease of the Moorage Customer's assigned slip for a period of time.

Sublessee

Registered owner of a vessel who has signed a Sublease Agreement.

Terms of Payment Defined

Charges for moorage and upland storage apply against Vessels, their owners, agents, or operators, and are payable in advance. The Port accepts cash, checks, and credit cards in U.S. funds. Statements as issued by the Port are due and payable upon presentation.

Transient Vessel or Visitor Vessel

Any Vessel using a Port moorage facility and which belongs to an owner who does not have a moorage agreement with the Port. Transient Vessels or visitor Vessels include but are not limited to: Vessels seeking a harbor of refuge, day(s) use or overnight(s) use of a moorage facility on a space as available basis whereby the Vessel is granted authority to moor by completing a visitor moorage envelope but does not enter into a Permanent Moorage Agreement.

Upland Storage Agreement

Refers to a License granted by the Port to a Customer or Harbor User for the use of an assigned weblocker and/or dry storage unit within the Harbor.

Upland Storage Customer

Refers to customer of a weblocker or dry storage unit under an Upland Storage Agreement with the Port. Weblocker Customers are classified by the following rate classes:

- Active Commercial Fishing
- Marine Commercial / Trades

Vessel

Means every type of watercraft or other mobile artificial contrivance, powered or unpowered, intended to be used for transporting people or goods on water or for floating marine construction or repair and which does not exceed two hundred feet in length. "Vessel" includes any trailer used for the transportation of watercraft, or any attached floats or debris (RCW 79.100.010).

Vessel Owner

The registered/legal owner of a Vessel who enters into a Moorage Agreement with the Port.

Violation Vessels

Any Vessel entering and remaining at the Moorage Facility without authorization; or remaining after moorage has been terminated and/or in non-compliance with the Rules and Regulations.

~~end of Section 1~~

Section 2: INTRODUCTION

2.1 PURPOSE

The purpose of this handbook is to promote the safe and efficient operation of Blaine and Squalicum Harbors and Bellingham Cruise Terminal for boaters and the public.

2.2 APPLICATION

The Rules & Regulations applies to all Harbor Users using the Harbor Facilities and are subject to all Port Charges prescribed by Port of Bellingham Resolution No. 1354(H) which from time-to-time may be amended.

The Port of Bellingham reserves the right to modify the application of these rates and charges as part of a negotiated lease and/or operating agreement.

2.3 AUTHORIZATION TO ADMINISTER AND ENFORCE RULES, REGULATIONS AND PROCEDURES

The Port Commissioners and Port Executive Director require the Managers to administer these Regulations by written or verbal instructions. The Managers are also charged with enforcement applicable to city, county, state, and federal statutes which pertain to harbors. The Managers may request any person or persons violating these Regulations to leave the harbor and may obtain assistance from law enforcement officers to protect property and lives or preserve the peace. Harbor Users who violate the Regulations may be subject to cancellation of moorage, penalty charges and impoundments or removal of Vessels. Charges for removal of Vessel or Vessels and/or personal property will be assessed against the Vessel and/or its Owner. The Managers may interpret the intent of Rules & Regulations to carry out the operations of the harbor.

- 2.3.1 These Regulations are written under the authority granted to the Port by Chapter 53.08 of the Revised Code of Washington ("R.C.W."), specifically R.C.W. 53.08.310 and 53.08.320 in their entirety.
- 2.3.2 The Commission of the Port of Bellingham (Commission) has granted the Executive Director, or his/her designee, authority to administer the Rules & Regulations.
- 2.3.3 The Rules & Regulations Handbook is reviewed and adopted annually by the Commission. The Commission grants the Executive Director or his/her designee the authority to make amendments, modifications and/or deletions that fall into the following categories:
 - 2.3.3.1 Changes in Vessel identification and registration requirements by Washington State or other regulatory agencies.
 - 2.3.3.2 Changes in technical specifications for such things as shore power cords or spring line strength brought on by industry or governmental regulations.

- 2.3.3.3 Procedural changes that positively affect harbor operations such as where a customer fills out Moorage and Upland Storage Agreements if these changes do not materially affect the substance and/or the intent of these Regulations.
- 2.3.4 The Port may request any Harbor User violating the Rules & Regulations to leave the Harbor.
- 2.3.5 Harbor Users who violate the Rules & Regulations may be subject to cancellation of Moorage and/or Storage Agreements, impoundments, and/or removal of the property under said agreement(s), and the imposition of Port Charges associated therewith.
- 2.3.6 The Port may interpret the intent of the Rules & Regulations to carry out the purposes herein.
- 2.3.7 Port Charges for impoundments and/or removal of a Vessel or other personal property may be assessed against the Vessel, the Owner of the Vessel, and/or any other Responsible Person.
- 2.3.8 All Port, city, county, state, and federal regulations, and laws, applicable to Harbor usage, apply to all Harbor Users.

2.4 Notification

It is the Harbor User's responsibility to:

- 2.4.1 Obtain a copy of the Rules & Regulations Handbook available in the Harbor Offices and available online at www.portofbellingham.com. The Port does not accept responsibility for mailing or delivery of the Rules & Regulations or for ensuring that Harbor Users/Customers have familiarized themselves with the contents thereof, including any amendments made thereto.
- 2.4.2 Comply with the Rules & Regulations.

2.5 Harbor User Suggestions and Grievances

As a municipal corporation and public service agency, the Port is sensitive to and obligated to take action on valid suggestions and complaints of its Harbor Users. It is the policy of the Port to encourage Harbor Users to contribute to the efficient operation of the Harbors by following the policies and procedures established for this purpose.

- 2.5.1 If the matter cannot be satisfactorily resolved by the Manager within ten (10) days, it will be submitted to the appropriate Manager and/or Director.

2.6 Payments due the Port

Port charges apply against Vessels, their Owner(s)/Operator(s), agents, and/or Responsible Persons. Moorage and/or Upland Storage charges are due and payable to the Port in advance.

- 2.6.1 Moorage rates are assessed on the length of a Vessel or berth, whichever is greater. Vessels moored alongside laterals and/or are rafted, may be assessed by the length of the Vessel.

- 2.6.2 Pursuant to Port Resolution No. 1001, the Port has the right to deny any services to Moorage Customers who have become 90 days delinquent on their account.
- 2.6.3 Moorage Customers with a history of late payments or account write-offs will have to prepay three (3) months in advance before moorage is granted or continued.
- 2.6.4 All Moorage Agreements are month-to-month agreements unless the moorage agreement expressly indicates otherwise. Some Moorage Customers may choose to pay an annual moorage rate for a twelve-month period in advance; however, annual prepayment does not modify the term of any Moorage Agreement from a month-to-month term.
- 2.6.5 Checks returned to the Port for non-sufficient funds ("NSF") may be assessed with an additional fee. Postdated checks are not accepted by the Port.
- 2.6.6 The Port offers electronic funds transfer and automatic credit card payments for billings which can be set up in the Harbor Office.
- 2.6.7 Failure to pay moorage fees, upland storage fees, or any other fee charged by the Port, by the due date may constitute a default under any other lease or agreement Lessee has with the Port.
- 2.6.8 Late fees are charged on all past due accounts.

2.7 Non-Payment of Moorage Charges - Resolution 1349 (RCW 53.08.320)

When a Vessel Owner fails to pay charges owing the Port, the Port may take reasonable measures, including but not limited to the use of chains, ropes, and locks, or removal of a Vessel from the water to secure Vessels within Harbor Facilities so that the Vessels are in the possession and control of the Port and cannot be removed from the Port of Bellingham Harbor Facilities.

- 2.7.1 These procedures may be used if an Owner mooring or storing a Vessel at Harbor Facilities fails, after being notified that charges are owing and of the Owner's right to commence legal proceeding to contest that such charges are owing, to pay the Port charges owed or to commence legal proceedings to contest the charges. Notice shall be by placing in the U.S. Mail a certified letter, return receipt requested, to the owner at his last known address, and by posting a notice on the Vessel. In the case of a transient Vessel or where no address was furnished by the owner, the Port need not give such notice prior to securing the Vessel. The notice shall set forth the charges owing, shall inform the owner of his right to commence legal proceedings to contest the charges and shall state that the Port may terminate the moorage and seize the Vessel if charges are not paid in full within 10 days or legal proceedings are not commenced to contest charges within the time required by RCW 53.08.320(b)(5).

At the time of securing the Vessel, an authorized Port employee shall attach to the Vessel a readily visible notice. The notice shall be of a reasonable size and shall contain the following information:

- 2.7.1.1 The date and time the notice was attached.
- 2.7.1.2 A statement that if the account is not paid in full within 90 days from the time the notice is attached, the Vessel may be sold at public auction to satisfy the Port charges: and,
- 2.7.1.3 The address and telephone number where additional information may be obtained concerning release of the Vessel.

The Port shall review its records to ascertain the identity of the owner or anyone with an ownership interest in the Vessel. The Port shall notify the owner, and anyone known to the Port to have an ownership interest in the Vessel by certified mail, return receipt requested, in order to give them the information contained in the notification.

- 2.7.2 The owner may regain possession of the Vessel by:
 - 2.7.2.1 Making arrangements satisfactory to the Port for the immediate removal of the Vessel from the moorage facility or for authorized moorage.
 - 2.7.2.2 Making payment to the Port of all Port charges, or by posting with the Port a sufficient cash bond or other acceptable security to be held in trust by the Port 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 Port charges in a civil action in a court of competent jurisdiction.
 - 2.7.2.3 After entry of judgment, including any appeals, in a court of competent jurisdiction, or after the parties reach agreement with respect to payment, the trust shall terminate, and the Port shall receive so much of the bond or other security as is agreed or as is necessary to satisfy any judgment, costs, and interest as may be awarded to the Port. The balance shall be refunded immediately to the owner at his last known address.
- 2.7.3 If a Vessel has been secured by the Port under subsection (1) of this section and is not released to the owner under the bonding provisions of this section within ninety days after notifying or attempting to notify the owner under subsection (1), the Vessel shall be conclusively presumed to have been abandoned by the owner and the following sale procedures may be taken.
- 2.7.4 Staff shall prepare and submit to the Commission for consideration, a resolution authorizing the public sale of the Vessel by the Manager or his or her designee to the highest and best bidder for cash as follows:
 - 2.7.4.1 Before the Vessel is sold, the owner or anyone known to the Port to have an ownership interest in the Vessel shall be given at least twenty days' notice of the sale in the manner set forth in subsection (1) of RCW 53.08.320 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 Port charges owed with respect to the Vessel. The notice of sale shall be published at least once, more than ten but not more than twenty days before the sale, in a newspaper of general circulation in Whatcom County.

2.7.4.2 Such notice shall include the name of the Vessel, if any, the last known owner, and address thereof, and a reasonable description of the Vessel to be sold. The Port may bid all or part of its Port charges at the sale and may become a purchaser at the sale. 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 ten days of sale, title to the Vessel will revert to the Port.

2.7.4.3 The proceeds of a sale shall first be applied to the payment of Port 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 Port within one year of the date of the sale, the excess funds from the sale shall revert to the Derelict Vessel Removal account (RCW 79.100.100). If the sale is for a sum less than applicable Port charges, the Port is entitled to assert a claim for a deficiency.

2.7.5 Before the Vessel is sold, any person seeking to redeem an impounded Vessel under this section may commence a lawsuit in the superior court for the county in which the Vessel was impounded to contest the validity of the impoundment or the amount of the Port charges owing. Such lawsuit must be commenced within 10 days of the date the notification was provided pursuant to section (1), or the right to a hearing shall be deemed waived and the owner shall be liable for any charges owing the Port. In the event of litigation, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

2.7.6 The Port shall at all times conspicuously post the Rules & Regulations Handbook authorized under this section.

2.8 Non-Payment of Upland Storage Charges - Resolution 1349 (RCW 19.150)

The following regulations are hereby established for the seizure and sale of personal property under an Upland Storage Agreement:

2.8.1 The Port shall continue to impound and collect delinquent moorage accounts relating to Vessels under the authority granted per RCW 53.08.320.

2.8.2 In the event Lessee fails to pay the storage rental fees or other charges at the time and in the manner specified in the Rules & Regulations Handbook or fails to keep or perform any of the covenants or agreements contained in the Upland Storage Agreement, the Port may elect to terminate the Upland Storage Agreement per RCW 19.150. Lessee shall reimburse the Port for any and all expenses incurred by the Port in connection with such removal and storage.

- 2.8.3 When any part of the storage rental fees or any other charge due the Port remains unpaid for six consecutive days; the Port may deny access to the storage space.
- 2.8.4 When any part of the storage rental fees or any other charge due the Port remains unpaid for 14 consecutive days; the Port may terminate the right of the Lessee to the use of the storage space at the storage facility by sending a preliminary lien notice to the Lessee's last known address and the address of any and/or all lien holders.
- 2.8.5 Notices sent pursuant to RCW 19.150.040 or 19.150.060 shall be sent to the Lessee's address and the alternative address if both addresses are provided by the Lessee. Failure of the Customer to provide an alternative address shall not affect the Port's remedies under this RCW or any other provision of law.
- 2.8.6 If the preliminary lien notice has been sent and the past due charges have not been paid by the date specified in the lien notice, a lien, as proposed in the notice will be attached as of the date stated and the Port may deny and continue to deny the Lessee access to the space if the charges remain unpaid. The Port may enter the storage space, inventory the items therein, secure access door with Port lock and/or remove any property found therein to a place of safe keeping. The Lessee shall then be served a final notice of lien sale or final notice of disposition according to RCW 19.150.060.
- 2.8.7 The preliminary lien notice shall contain the following information: an itemized statement of the charges owing, notice of the date Lessee's use of the storage unit terminates, notice of denied access and use beyond the termination date if the past due charges are not paid, and the name, address, and phone number of the Port so Lessee can respond to the notice.
- 2.8.8 Prior to any sale pursuant to RCW 19.150.080, any person claiming a right to the personal property may pay the amount necessary to satisfy the lien and one month's rent in advance. In that event, the personal property may not be sold, but must be retained by the Port pending a court order directing the disposition of the personal property. If such an order is not obtained within thirty days of the original payment, the claimant must pay the monthly rental charge for the space where the personal property is stored. If amount owing is not paid, the Port may sell or dispose of the personal property in accordance with RCW 19.150.080. The Port has no liability to a claimant who fails to secure a court order in a timely manner or pay the required rental charge for any sale or other disposition of the personal property.
- 2.8.9 After the expiration of the time given in the final notice of lien sale, Staff shall prepare and submit to the Commission for consideration, a resolution authorizing the public sale of the personal property, other than personal papers and personal photographs, by the Harbormaster (or designee) to the highest and best bidder.

2.9 Hold Harmless

- 2.9.1 All Harbor Users visiting or using the Harbor or Harbor Facilities do so at their own risk. The Port does not assume any responsibility for loss or damage to property or persons within the Harbor.
- 2.9.2 All Harbor Users using Port equipment must first sign a hold harmless agreement obtained in the Harbor Office before they will be permitted to use the equipment.
- 2.9.3 The Port expressly authorizes the use of the docks and floats by members of the public for recreational purposes without payment of a fee or charge of any kind.

~~end of Section 2~~

Section 3: VESSEL REQUIREMENTS

3.1 Vessel Registration

Upon request, the Port will provide authorized agents of Department of Revenue, Department of Natural Resources, or Department of Licensing access to the moorage floats for which to conduct Vessel registration compliance checks, and access to inspect records of Vessels found not in compliance. Any Vessel that is required to pay the watercraft excise tax and found not to be properly registered may be assessed a penalty by the Department of Revenue.

- 3.1.1 It is the Moorage Customer's responsibility to know and understand the Vessel registration requirements in RCW 88.02.
- 3.1.2 All Vessels must display a current registration decal, license, or permit according to the WA Department of Licensing regulations to qualify for or retain moorage at the Port's Moorage Facilities.

3.2 Vessel Identification

All Vessels in the Harbor must have one of the following three current, valid identifications permanently affixed to the hull and clearly visible from the outside:

- 3.2.1 The documented name of the Vessel listed with the hailing Port; or
- 3.2.2 A Washington State registration decal and numbers; or
- 3.2.3 An official registration from any other state or foreign country. It is the responsibility of the Vessel Owner to know Washington State Department of Licensing laws on required Vessel identification.

3.3 Vessel Maneuvering

- 3.3.1 The movement of Vessels in moorage areas between piers is permitted only for the purposes of mooring and transit. Random sailing, sail-boarding, row boating, kayaking, or cruising by Vessels is not permitted inside the Narrow Channels.
- 3.3.2 The speed limit for Vessels in the Narrow Channels is four knots or no wake, whichever is less.
- 3.3.3 Vessel Owners and Operators are reminded of their obligation to comply with the Navigation Rules at all times—particularly within the confines of the harbor and approaches, exercising prudence and courtesy at all times.

3.4 Vessel Seaworthiness

Vessels moored in the Harbor must be completely without hazardous conditions, as determined solely by the Port, and ready for cruising in local waters.

- 3.4.1 A Vessel Owner must grant permission, when requested, for an on-board inspection of his/her Vessel by Port, city, county, state, or federal representatives, or the Vessel may be deemed unseaworthy. Failure to allow such inspection may be cause for termination of moorage.

- 3.4.2 Vessels which, because of their size, condition, or construction, are deemed by the Port to be hazardous to Port property or other Vessels may be denied moorage or have their moorage immediately terminated. In the event of moorage termination, the Owner must remove the Vessel from the Harbor immediately. Provided, however, that the Port may take, at the Owner's expense, all actions necessary, including hauling the Vessel out of the water, if the Port believes that the Vessel is in immediate danger of sinking or damaging other property. The Port may require the Moorage Customer to provide, at no cost to the Port, additional information (such as a marine survey) to establish seaworthiness.
- 3.4.3 Washington State enacted new laws for Vessels that are greater than 35 feet in length and more than 40 years old. For Vessels meeting the criteria, state law requires that a Vessel owner must obtain a vessel inspection prior to transferring the vessel. The vessel inspection required must be contained in a formal marine survey conducted by a third party to the transaction. Vessel inspection be conducted by a third-party marine surveyor. A copy of the inspection report must be provided to the Port and the Department of Natural Resources. Prior to selling a Vessel meeting this criteria, a copy of the inspection report must be provided to the transferee.
- 3.4.4 It is the Vessel Owner's responsibility to know and understand the requirements RCW 79.100. Failure to comply will result in the transferor having second liability under RCW 79.100.060 if the Vessel is later abandoned by the transferee or becomes derelict prior to a subsequent ownership transfer.
- 3.4.5 Although the Port shall have no obligation to maintain or monitor Moorage Customer's Vessel, if the Port determines the Vessel is in peril, or has placed other Vessels or persons at a Port facility in peril, the Port may elect to render aid and require reimbursement by the Moorage Customer for any costs incurred by the Port as additional fees. In the event that the Moorage Customer's Vessel releases pollutants and/or sinks, Moorage Customer will be responsible for cleanup and/or removal of the Vessel and restoration of the berthage slip in compliance with all applicable laws and regulations immediately upon demand by the Port.
- 3.4.6 Moorage Customer grants the Port free access to the Vessel for the purpose of compliance with this Moorage Agreement. The Port does not assume any responsibility for the Moorage Customer's Vessel when reassignment of berthage space or emergency services are necessarily provided.

3.5 Vessel Electrical Connection

- 3.5.1 Shore power cords must be secured so that they will not hang into the water or constitute a hazard to pedestrian traffic on the floats.
- 3.5.2 All shore power connections must be with cords designed for marine applications. Shore power cords must have the appropriate type of twist lock plug and receptacles and be a minimum of 10-gauge wire (for 30-amp service) or 12-gauge wire (for 20-amp service).

The use of a house-hold extension cord, or any other cord not complying with the foregoing requirements, for shore power connections is prohibited. No accessories, utilities or other attachments may be affixed to Harbor structures.

- 3.5.3 The Port may disconnect any shore power cord not meeting the foregoing requirements and may discontinue electrical service to such Owner. Any damages resulting from disconnection of an unsatisfactory shore power cord will be at the Owner's sole risk. Owner expressly authorizes the Port to disconnect any unsuitable shore power cord and releases the Port from any claims resulting from such action. Electrical service will be returned only when a proper shore power cord meeting the above requirements has been supplied by the Owner.
- 3.5.4 Shore power cords are to be secured so that they cannot cause damage to meter bases.
- 3.5.5 Electrical meters are read and billed every two months, and upon termination of the Moorage Agreement or berth reassignment.
- 3.5.6 Damage done to meter bases is the financial responsibility of the Vessel Owner.
- 3.5.7 When individually and directly metered, users are encouraged to be billed directly from the power company. In cases of transient use of an individual direct meter, the Port may elect to maintain the account and pass all actual costs to the user for that period of use.
- 3.5.8 Customers are prohibited from plugging splitters or adapters into their shore power cords unless approved by Harbor Staff in writing.
- 3.5.9 Vessels found to be discharging electricity into the water in excess of 100 milliamps will have their shore power service disconnected until the source of the discharge has been eliminated.

3.6 Discharge of Sewage from Vessel

The Port is a No Discharge facility prohibiting discharge of any kind into the harbor waters. The Port maintains sewage pumpout/dump stations for use by all Moorage Customers, as well as Visitor and Transient Vessels.

- 3.6.1 The discharge of sewage from toilets or holding tanks into the Narrow Channels is prohibited.
- 3.6.2 Vessel Owners that discharge sewage into the Narrow Channels, may be subject to termination of their Moorage Agreement including the payment of all Port Charges occasioned by the discharge and/or any fine levied against the Port as a result of such discharge.
- 3.6.3 To prevent the discharge of gray water, the Port encourages the use of shore-side facilities.
- 3.6.4 Dye tablets may be required for holding tanks to ensure the highest possible water quality is preserved.

3.7 Vessel deemed Hazardous or in Danger of Sinking

Any Vessel which, in the opinion of the Port, is in danger of sinking, sustaining any other damage, or is a hazard to any other Vessel(s) or the premises, may immediately and without notice be moved and may be placed in storage ashore or under the control of a private marina as bailees of the Port. All expenses and risk of loss or damage resulting there from shall be borne by the Vessel Owner, as shall the cost of any salvage services rendered by the Port.

3.8 Moorage of Vessels

All moorage at the Harbors is assigned through the Harbor Office.

3.8.1 Owners/Operators are responsible for adequate fendering to protect adjacent Vessels and securing their Vessels with suitably sized and appropriately maintained mooring equipment.

3.8.2 Mooring lines shall not cross any walkways.

3.8.3 Bowsprits hanging over the float are prohibited.

3.9 Dock Modifications

Dock modifications such as cleat installation, fenders, or any other modification to the float(s) are strictly prohibited. Any modifications done to the dock will be corrected by Port staff at the sole expense of the Moorage Customer. Any violation of this policy may be subject to Section 9.18 Non-Compliance Fee. Contact the Harbormaster for information about dock modifications.

~~end of Section 3~~

Section 4: WORK ON VESSELS IN THE HARBOR

4.1 No Discharge Harbors

The Harbors are deemed “No Discharge” harbors.

4.2 Vessel Maintenance/Repairs

The Port maintains a “No Discharge” policy in the Harbors. All work on Vessels in the water must comply with the Port’s Best Management Practices and regulations of the Department of Ecology.

- 4.2.1 Welding or plate burning is not permitted on floats. All hot work must be done at specific docks, as designated by the Port.
- 4.2.2 Spray painting and/or sandblasting is prohibited at the Harbors, except in permitted shipyard areas. The burning off paint, etc., is not permitted.
- 4.2.3 The underwater cleaning of hulls is prohibited.
- 4.2.4 No pressure washing of boat hulls in parking lots or boat launches.
- 4.2.5 See the Harbor Office for a list of the Port’s Best Management Practices.

4.3 Maintenance, Repair or New Work on Vessels

4.3.1 Vessel Owners

All Vessel Owners with Vessels moored at the Harbors agree to assume responsibility for any and all damage caused either (i) to their own property, (ii) to the property of other individuals, or (iii) to the property of the Port caused by any activities performed on their respective Vessels by any third party.

- 4.3.1.1 Vessel Owners are responsible for all activities conducted by themselves, their guests, their agents, or their employees at the Harbor Facilities or on Vessels moored at the Moorage Facilities.
- 4.3.1.2 Vessel Owners shall abide by all Port, city, state, U.S. Coast Guard, and other applicable regulations.
- 4.3.1.3 Vessel Owners shall remove all materials and scrap from floats, approaches, and surrounding areas daily, and shall in no way hinder or endanger the passage or activities of other Port customers or employees by their activities.
- 4.3.1.4 Vessel Owners shall agree to hold harmless the Port, its commissioners, employees, and officers from any liability or loss incurred through their activities at the Harbor Facilities.
- 4.3.1.5 The Vessel Owner must follow the Port’s Best Management Practices which can be obtained from the Harbor Office.

4.3.2 **Business License Holders**

Any individual that does not have an existing leasehold interest and is performing any work or service or selling any product or supplies at the Harbor must first obtain a Business License from the Port prior to performing any work or service or selling any product or supplies at the Harbor.

- 4.3.2.1 There shall be an annual fee charged to all Business License Holders and they must provide valid proof of insurance meeting the Port of Bellingham's Insurance Standard, with the Port listed as Additionally Insured.
- 4.3.2.2 All Business License Holders shall be responsible for all activities conducted by themselves, their agents, or their employees at the Harbor or on Vessels moored at the Moorage Facilities. All Business License Holders agree to maintain liability insurance protecting the Port from all perils connected with the Business License Holder's activities in an amount set forth by the Port. A Certificate of Insurance, naming the Port as an additional insured, must be supplied to the Port prior to performing any work, etc.
- 4.3.2.3 Business License Holders shall abide by all Port, city, state, U.S. Coast Guard, and other applicable regulations.
- 4.3.2.4 Business License Holders shall remove all materials and scrap from floats, approaches, and surrounding areas daily, and shall in no way hinder or endanger the passage or activities of Port tenants or employees by their activities.
- 4.3.2.5 Business License Holders shall agree to hold the Port, its commissioners, employees, and officers harmless from any liability or loss incurred through activities at the Harbor.
- 4.3.2.6 Business License Holders shall abide by the Port's Best Management Practices which can be obtained from the Harbor Office.

4.4 **Hazardous Material Spills**

- 4.4.1 All hazardous material spills (such as oil, diesel, gas, hydraulic fluids, paints, solvents, antifreeze, etc.) must be reported immediately by the customer to:
 - 4.4.1.1 The National Response Center
 - 4.4.1.2 The Washington State Department of Emergency Management
 - 4.4.1.3 The Department of Ecology
 - 4.4.1.4 The Coast Guard
 - 4.4.1.5 Harbor OfficeContact information is available in the Harbor Office.
- 4.4.2 Vessel Owners are responsible for any environmental cleanup, including all expenses incurred. Use of dispersants, such as liquid soaps, is prohibited.

~~end of Section 4~~

Section 5: MOORAGE

5.1 Moorage Waiting List

Because the demand for moorage can be greater than availability, waiting lists are maintained for most moorages. To acquire moorage, it may be necessary to go on a waiting list. The waiting list is processed by date of application and moorage is assigned in that order, with consideration given to overall length, beam, and operating characteristics of the Vessel.

5.1.1 Procedures for Moorage Waiting List and Moorage Assignment:

- 5.1.1.1 Applicants must fill out a waiting list application at the Harbor Office.
- 5.1.1.2 Each application must be accompanied by a nonrefundable Waitlist Setup Fee. An annual fee will be charged to remain on the list.
- 5.1.1.3 Applicants are responsible for keeping the Port advised of their current mailing address, email, and telephone number(s) for billing and notifications. Applicants are responsible for appropriately representing their Vessel's length and beam. Moorage offers may be withdrawn from customers who provide inaccurate Vessel information. It is also the responsibility of the applicant to provide the Port with an alternate contact in the event moorage becomes available and the applicant cannot be reached at the address or telephone number on the application.
- 5.1.1.4 Applicant will be removed from the list if slip offer is declined.
- 5.1.1.5 Harbormaster may close the waiting list for further applications due to inactivity of new slip assignments.

5.2 Utilization of Moorage

- 5.2.1 Due to the demand for moorage, it is necessary that the Port limit the use of moorage for specific purposes to ensure fairness to all Moorage Customers. Therefore, the Port reserves the right to allocate the use of any moorage space as it deems necessary.
- 5.2.2 Moorage Customers with health problems, physical limitations, or conditions which may warrant moorage near the entrance ramps should contact the Port with any special moorage requests.
- 5.2.3 Any Vessel deemed to large or too small for its slip may be relocated to a slip of appropriate size.
- 5.2.4 Rafting is permitted only with prior written authorization from the Harbormaster.

5.3 Moorage Assignment

- 5.3.1 Procedures for Moorage Assignment:

- 5.3.1.1 When moorage is assigned the applicant shall be required to complete a Moorage Agreement, submit required moorage documentation, and pay the non-refundable first month's moorage and New Customer Setup Fee prior to the Vessel entering the harbor.
- 5.3.1.2 The Port of Bellingham sets moorage rates, fees, and other charges according to RCW 53.08. Moorage charges, along with any other charges or fees are due upon receipt. Charges that are not paid by the end of the calendar month will be assessed a late fee.
- 5.3.1.3 Moorage Agreements are a month-to-month license to the Customer for use of an assigned slip and can be cancelled with 30 days' notice. Moorage Customers have the option to pay an annual moorage rate for a 12-month period in advance; however, annual prepayment does not modify the term of any Moorage Agreement from a month-to month term.
- 5.3.1.4 If the stated Vessel length on the Moorage Agreement differs from the Vessel's Length Overall (LOA) measured by Port Staff, the Port reserves the right to terminate the Moorage Agreement if the Vessel cannot be relocated to an appropriately sized slip.
- 5.3.1.5 The transfer of moorage from Active Commercial Fishing moorage to Recreation Moorage will be done based on the berth change request list and the date the person was placed on that list.
- 5.3.1.6 Moorage assigned from the berth change request list will be offered to customers in good standing.
- 5.3.1.7 Moorage for corporations is identical to individual requests for moorage at the Harbors. Corporations must provide proof of incorporation and authority for recognized officers to sign on behalf of the corporation.
- 5.3.1.8 Applicants offered moorage are eligible to sublease their slip after a minimum of six (6) consecutive months of moorage has been established with the Port of Bellingham in their assigned slip. After six consecutive months of moorage, customer may be permitted to sublease their slip for up to twelve 12 months in any eighteen (18) month period with the prior written approval of the Port through a sublease agreement.
- 5.3.1.9 Offers for permanent moorage will only be made to customers in good standing.
- 5.3.1.10 Moorage Customer shall notify the Port of any change in contact information such as address, phone number, email, etc.

5.4 Moorage Agreement Permitted Use

The Moorage Agreement is for the moorage of Recreational, Active Commercial Fishing, and Merchant Leaseholder Vessels. There are other uses that may be allowed under the Regulations.

5.4.1 Uses Requiring a Separate License:

- Liveaboard Agreement
- Business License
- Sublease Agreement
- Multiparty Boathouse • Merchant Leaseholder

5.4.2 Prohibited Uses:

- Bed & Breakfast
- Air BnB (hosting overnight travelers)
- Vacation Rental By Owner (VRBO)
- Rental Housing

5.4.3 Other Uses may be conditionally approved in writing by the Harbormaster.

5.5 Required Documentation for Moorage

5.5.1 Proof of Ownership

Moorage Customers must provide proof of ownership to the Port when completing the Moorage Agreement.

The Moorage Agreement must be in the name of the registered/legal owner of the Vessel. Moorage Customer agrees to supply the Port with a current copy of the Vessel registration annually. If Vessel is currently not registered, Moorage Customer agrees to register the Vessel immediately according to the Washington State Department of Licensing Regulations as per the Revised Code of Washington (RCW) 88.02.

5.5.2 Acceptable Documents:

- 5.5.2.1 Current Washington State registration or documentation listing registered owner(s).
- 5.5.2.2 Registration certification from the Vessel Registration Program, pursuant to Section 9 of the Revenue & Taxation Act of 1983 (Senate Bill 3258).
- 5.5.2.3 Official current registration from any foreign country; or
- 5.5.2.4 Purchase and Sale Agreement, if transferring title.
- 5.5.2.5 If the Moorage Customer is an LLC or Corporation:
 - (i) documentation of the current ownership interests in the LLC or Corporation,
 - (ii) proof of individual's authority to bind the LLC or Corporation to the Moorage Agreement, and

(iii) such other documentation as may be required by the Port. One or more of the documents listed above, as determined by the Port, are required as proof of ownership. Purchase and Sale Agreements will only be accepted on a temporary basis while permanent proof of ownership is being processed by the appropriate agency.

- 5.5.3 The Port may require that a Moorage Customer provide additional documentation. This documentation, as well as the Moorage Customer's file, may be submitted to the Port's legal counsel for review.
- 5.5.4 The Port reserves the right to verify that the Vessel in an assigned berth is, in fact, owned by the person who signed the Moorage Agreement.

5.6 Vessel Insurance

As a condition of moorage, the Moorage Customer is required to provide a continuous marine policy with a term no less than 12 months with coverage of \$300,000 general, legal, and pollution liability and continuously maintain this policy while the vessel is moored on Port property. Moorage shall be cancelled should the Moorage Customer fail to provide continuous proof of current insurance for any vessel berthed at the Port of Bellingham.

The Port endeavors to be listed as Additionally Insured and a current copy of the policy needs to be submitted at the time moorage is granted and then annually upon renewal. Canadian Moorage Customers need to provide proof of notification if policy cancels.

Vessels that are greater than 35 feet and more than 40 years old must in addition to the requirements above, must also provide coverage for the removal of the Vessel should it become derelict and coverage should the Vessel cause a pollution event.

Moorage in the name of an LLC must list the LLC as the primary policy holder.

5.7 Vessel Title Transfer - Moorage Slips

When a Vessel Owner assigns or transfers ownership of a Vessel, he/she may not assign or transfer the moorage slip which he/she leases from the Port unless prior written authorization is received from the Port and a new moorage agreement is entered into by the Port and the purchaser.

- 5.7.1 The seller of a Vessel shall provide written notice to the Port of the sale of the Vessel within ten (10) days after the date of sale. Such notice shall include the current name, address, and telephone number of both the seller and purchaser, the berth number, and the date of sale. Notice shall be given either via certified mail or personal delivery to the Port.
- 5.7.2 Since the Vessel is under the physical control of the seller, the seller is responsible for ensuring that either (i) the purchaser removes the Vessel from the Harbor or, (ii) the purchaser enters into a Moorage Agreement with the Port for that berth if available.
- 5.7.3 If the Port enters into a Moorage Agreement with the purchaser, the Port shall terminate the seller's Moorage Agreement.

In no event, however, shall a Moorage Agreement be terminated or entered into with purchaser unless a seller's account is paid current.

- 5.7.4 Until such time as the seller's Moorage Agreement is terminated by the Port, the seller remains responsible for all charges under the moorage agreement and these regulations, including, but not limited to, any charges incurred by the Port to impound or haul out the Vessel.
- 5.7.5 In the case of a partnership, the Port recognizes only the responsible partner regarding moorage status in the Harbor. If a partner, other than the responsible partner, is documented with the Harbor Office as having been a partner in a Vessel for at least thirty months, the transfer of ownership of the Vessel is permitted, and the Vessel can retain its current berth provided the assignment is available for the requested use category. A partner who purchases another Vessel does not have moorage seniority over persons listed on the moorage waiting list, pursuant to the waiting list policy described herein.
- 5.7.6 In order to document the partnership, the partner must be listed on the Moorage Agreement.
- 5.7.7 The Vessel Owner shall also provide a copy of the Vessel's registration or documentation showing both parties listed as legal owners of the Vessel.
- 5.7.8 In the event that proof of partnership is satisfied, and moorage is transferred to the minority partner, the majority moorage Customer gives up all rights to moorage, the berth change request list, and the retainer list.

5.8 Vessels Owned by Partnerships and Legal Entities

The Port of Bellingham takes pride in its management and stewardship of the moorage opportunities provided at Harbor Facilities and balances the many needs of the boating community and our local marine businesses. It is becoming more common for a Limited Liability Company (LLC) or a Corporation to conduct business at the harbor with regards to moorage and upland storage. This form of ownership structure can make it difficult to determine the agent with authority to execute contracts, partnership interests, and transfers of ownership. In order to operate the harbors at their highest potential and in a fair and transparent manner we are asking that LLCs or Corporations wishing to obtain moorage or upland storage provide additional information when executing moorage and upland storage agreements with the Port. In addition, the Port will be asking for annual proof of LLC membership or Corporation ownership to ensure that Vessel moorage and upland storage is assigned and transferred in the spirit of transparency in accordance with the Port of Bellingham's Rules, Regulations and Procedures.

5.8.1 Beneficial Ownership

Means 50% or more of the ownership interest in an LLC or Corporation. In the event that an LLC is owned by more than two Owners and none of those Owners have at least 50% ownership in the LLC, the Owner with the largest percentage of ownership interest is the beneficial owner of the LLC regardless of whether such ownership is economic, controlling or managerial in nature.

5.8.2 Partnerships

In the case of a partnership, the Port recognizes only the primary partner in regard to moorage status in the Harbor. The Port defines the primary partner as the legal owner of the Vessel and Port assigned Moorage Customer of record. If a partner, other than the primary partner, is documented with the Harbor Office as having been a partner in a Vessel for at least thirty months, the transfer of ownership of the Vessel is permitted, and the Vessel can retain its current berth. A partner who purchases another Vessel does not have moorage seniority over persons listed on the moorage waiting list, pursuant to the waiting list policy described herein.

- 5.8.2.1 In order to document the partnership, the partner must be listed on the Moorage Agreement.
- 5.8.2.2 The Vessel Owner shall also provide a copy of the Vessel's registration or documentation showing both parties listed as legal owners of the Vessel.
- 5.8.2.3 In the event that proof of partnership is satisfied, and moorage is transferred to the secondary Vessel partner, the primary moorage Customer gives up all rights to moorage, the berth change request list and the retainer list.

5.8.3 LLCs and Corporation

Moorage for LLCs and Corporations is identical to individual requests for moorage at the Harbors. Corporations must provide proof of incorporation and authority for recognized officers to sign on behalf of the Corporation. The Port requires LLCs and Corporations annually to provide proof of membership or ownership in the LLC or Corporation and any transfer of beneficial ownership (membership) in the LLC or Corporation shall be disclosed to the harbor office prior to said transfer being made.

Any transfer of beneficial ownership in an LLC is considered assignment of the Moorage Agreement and must be reported to the harbor office in writing prior to the transfer being made. LLCs and Corporation are required to provide annual proof of membership.

- 5.8.3.1 The Port will annually audit LLCs and Corporation by requesting confirmation of ownership/membership structure and information on any change in beneficial ownership. In the event the Port discovers a transfer of beneficial ownership in an LLC or Corporation which was not previously reported to the Port, the Port may, in its sole discretion, terminate the Moorage Agreement.
- 5.8.3.2 The Port will not grant moorage or upland storage to entities, such as LLCs or Corporation, which are formed to evade waiting lists. Moorage and upland storage agreements managed by LLCs developed prior to February 1st, 2016 will be reviewed on a case-by-case basis and are subject to any and all Port Regulations.

- 5.8.3.3 The Port of Bellingham reserves the right to investigate moorage and upland storage assignments which, in its judgment, are not compliant. The Port may cancel moorage or upland storage assignments if, in its judgment, determines that the moorage customer is attempting to evade a waiting list.
- 5.8.3.4 New permanent moorage customers are eligible to sublease their slip after a minimum of six (6) consecutive months of moorage has been established with the Port of Bellingham in their assigned slip. Any transfer of beneficial ownership in an LLC or Corporation will be treated as a sublease so long as said transfer is reported to the Port prior to the transfer being made. The sublease will terminate after twelve months and the sub-lessee will be required to apply for full time moorage.
- 5.8.3.5 Individual boat owners may wish to change their Vessel's ownership to an LLC or Corporation. This change must receive prior approval in writing from the Harbormaster before the moorage agreement is assigned to the new business entity. The original slip holder must maintain the largest percentage of the ownership as beneficial owner.

5.9 Moorage Rates-Recreation

- 5.9.1 Billing is based on Vessel length overall or berth length whichever is greatest (with the exception of half-rate moorage), with a minimum billing rate of 24 feet.
- 5.9.2 Half-rate pleasure moorage may be available in areas of the harbor where the ingress and egress is dependent on tide conditions.
- 5.9.3 Permanently assigned moorage is billed either yearly or by the calendar month. If moorage is paid yearly and payment is not received by the due date the account will be rebilled by the calendar month per the prevailing monthly moorage rate. For permanent moorage that begins, or is cancelled, in a partial month a prorated monthly charge will be applied based on the monthly rate divided by 30 days.
- 5.9.4 Annual moorage can only be set up and/or renewed on April 1 of each year. New moorage customers opting to pay annually outside the enrollment period will be prorated until the following April. Payments not received by the due date result in loss of annual moorage rate and will not be able to establish annual moorage until April 1 of the following year. Annual moorage rate discount is established annually.

5.10 Moorage Rates-Active Commercial Fishing

- 5.10.1 Active Commercial Fishing Vessels have the option to pay a monthly, weekly, yearly, or 9 Month rate.
- 5.10.2 Annuals and 9-Month accounts can be set up any time during the year.
- 5.10.3 Leasehold tax is in addition to named rates.

- 5.10.4 Billing is based on Vessel's Length Overall.
- 5.10.5 Applies to Active Commercial Fishing Vessels (ACF) **only**.
- 5.10.6 Open Recreation Moorage rates apply to commercial Vessels not meeting ACF criteria and will be charged by boat length overall or berth length, whichever is greater.
- 5.10.7 Permanently assigned moorage is billed either yearly or by the calendar month. If moorage is paid yearly and payment is not received by the due date the account will be rebilled by the calendar month at the prevailing moorage rate.
- 5.10.8 Permanent moorage that begins, or is cancelled, in a partial month a prorated monthly charge will be applied.
- 5.10.9 Prorated daily charges are based on monthly rate divided by 30 days.

5.11 Moorage Rates-Bellingham Cruise Terminal

- 5.11.1 Linear Moorage
The seasonal moorage rate for the linear mooring system will be equal to that of the prevailing rate for Vessels $\leq 26'$. Yearly rates are not available for this moorage.

5.12 Subleasing

- 5.12.1 Sublease Agreement
Refers to a month-to-month license between the Port and the Moorage Customer granting a sublease of the Moorage Customer's assigned slip for period of time.

In order to sublease an assigned berth, the Moorage Customer must fill out a Sublease Agreement. A Moorage Customer's berth may be sublet, provided that the Port approves the sublease in advance. Sublease Agreements are available at the Harbor Office.

Both the full-time Moorage Customer and the Sublessee are required to sign the Sublease Agreement.
- 5.12.2 Criteria for subleases:
 - 5.12.2.1 It is the responsibility of the Moorage Customer desiring to sublease his/her berth to find a sublessee who will enter into the sublease agreement.
 - 5.12.2.2 The Moorage Customer must locate a sublessee who owns a vessel that properly fits the slip as determined by the Harbormaster.
 - 5.12.2.3 The Moorage Customer must keep up the monthly moorage payments to the Port until such time as either a sublessee is found, Moorage Customer relinquishes the berth, or Moorage Customer goes on the Retainer List.

- 5.12.2.4 New Moorage Customers offered a slip from the waiting list will be eligible to sublease their slip after a minimum of six (6) continuous months of moorage has been established with the Port of Bellingham in their assigned slip.
- 5.12.2.5 Subleasing of a berth may not exceed a maximum of 12 months in any 18-month period.
- 5.12.2.6 A sublease fee is due and payable by the Sublessee for each new Sublease Agreement that is approved by the Port.
- 5.12.2.7 During the sublease term, the Port shall bill the sublessee for monthly moorage at the prevailing rate and shall bill the Moorage Customer a monthly sublease fee.
- 5.12.2.8 Moorage Customers who pay for their moorage annually shall be given a refund of the unused portion of their yearly payment when their berth is subleased, based upon current monthly moorage rates.
- 5.12.2.9 Sublessees are subject to the same practices and procedures as Moorage Customers. A second party sublease is not allowed and will not be recognized which may be cause for termination of the Sublease Agreement.
- 5.12.2.10 It is strictly prohibited for a Moorage Customer to charge any fee to a sublessee during the period of the sublease. The charging of any such fee, whether in money or otherwise, may result in the automatic termination of the Moorage Agreement and the Sublease Agreement.
- 5.12.2.11 Before any sublease is approved, the Moorage Customer must have his/her account paid in full and in good standing with the Port; and the sublessee must not have any account delinquencies under any current or former agreement with the Port.
- 5.12.2.12 If the sublessee becomes delinquent as determined by the Port, the sublease may be cancelled.
- 5.12.2.13 Once a Sublessee enters into a Sublease Agreement, the agreement may not be cancelled in order to obtain a more desirable sublease. If another sublease becomes available the Sublessee can enter into a second Sublease Agreement for that slip but must continue paying on the original sublease in addition to the second.

5.13 Boathouse Moorage

5.13.1 Boathouses (Individual and Multiparty)

- 5.13.1.1 Boathouses (Individual and Multiparty) are billed the prevailing moorage rate for boathouses as stated in Appendix A.

- 5.13.1.2 Moorage Agreements are required for every Vessel mooring inside a Boathouse.
- 5.13.1.3 Boathouses must be kept in a reasonable state of repair (as solely determined by the Port); consistent with all applicable federal, state, city, and the Rules & Regulations Handbook.
- 5.13.1.4 Boathouses will comply with all applicable building and fire codes and the Rules & Regulations Handbook.
- 5.13.1.5 At Squalicum Harbor, it is the responsibility of the Boathouse Owners to comply with Bellingham Municipal Code 4501.
- 5.13.1.6 At Blaine Harbor, it is the responsibility of the Boathouse Owners to comply with City of Blaine's Ordinance No. 152863.
- 5.13.1.7 The Port will furnish electricity and potable water to the outside of each Boathouse, at which point the Individual Boathouse Owner, or the Boathouse Organization will be responsible for obtaining proper permits to connect to it and maintaining all systems from the point of connection inward to the Boathouse. The temporary interruption of these services shall not be the basis of any claim against the Port.
- 5.13.1.8 The Port may disconnect electrical service to any Boathouse where the Port, in its sole discretion, determines that continued connection may be unsafe or where the electrical system in the Boathouse may not be in compliance with applicable code. Any damage resulting from the disconnection will be at the sole risk and expense of the Boathouse Owner(s). The Port has no duty to inspect any electrical service of any boathouse or make any determination as to the safety or compliance of the electrical system. The Port may, in its sole discretion and without liability, require that the Boathouse Owner(s) obtain an electrical inspection prior to reconnecting service.
- 5.13.1.9 All Vessels must fit within its respective Boathouse. Vessels will be allowed to overhang out to the piling if permission is granted in writing by the Harbormaster.
- 5.13.1.10 Modifications to a Boathouse must be approved in advance, and in writing by the Port. Each Boathouse Owner(s) or Boathouse Organization must follow all applicable permitting requirements, get plans approved by the Port and provide copies of applicable permits to the Harbormaster prior to commencing work.
- 5.13.1.11 Liveaboards are prohibited from living on a Vessel inside a Boathouse.
- 5.13.1.12 To prevent hazards created from snow and/or ice, removal of snow build-up from rooftops of boathouses will be the responsibility of the Boathouse Owner(s).

- 5.13.1.13 Boathouse Owners and Boathouse Organizations, upon request, will provide access to their boathouses for the purpose of emergency access as well as fire, safety, and environmental inspections. The Port may require that a key for each Boathouse be provided to the Port. However, the Port has no duty to inspect the Boathouses or to respond to any emergency.
- 5.13.1.14 Should a Boathouse, through any method or means, cause destruction or damage to any other boathouse, Vessel, and person or other properties in the marina, the Boathouse Owner(s) shall bear sole responsibility and liability for resulting damages.
- 5.13.1.15 In the event of damage to or destruction of any Boathouse by fire or other casualty which renders the Boathouse unusable or unsafe (as determined by the Port), the Boathouse Owner(s) shall, at the direction of the Port, either:
- (i) promptly remove the Boathouse and all personal property, or
 - (ii) be responsible for all costs incurred by the Port to remove the Boathouse and all personal property.
- In the event of such an occurrence, the Port will endeavor to, but not obligated to, provide regular non-covered alternate moorage for the Customer's boat for a period of time reasonably determined by the Port.
- 5.13.1.16 Failure of a Boathouse Owner(s) to abide by the terms and conditions of the Rules & Regulations Handbook, or failure to pay moorage fees, storage rental fees or any other fee charged by the Port by the due date shall constitute a default under the terms of this Assignment. A default under this Assignment shall constitute a default under any other lease or agreement Moorage Customer has with the Port.
- 5.13.1.17 Insurance for Individual Boathouses shall be maintained at a minimum of \$1 million for liability for property damage and death and/or bodily injury.
- 5.13.1.18 Multiparty Boathouses shall maintain a minimum of \$3 million for liability for property damage and death and/or bodily injury.
- 5.13.1.19 Prior to transferring any interest in a Boathouse or a Multiparty Boathouse, the new Boathouse Owner must fully execute a moorage agreement with the Harbor Office. Moorage charges will remain with the Moorage Customer until such time the Port receives proof of ownership transfer with a signed Bill of Sale or other legal document of title transfer, proof of insurance, and a current copy of Vessel registration/documentation.

For Multiparty Boathouses, the Moorage Agreement will not be changed until the Port receives proof of the transfer of interest in the Boathouse Organization.

- 5.13.1.20 Boathouse Owners may sub-assign their Boathouses or space inside a Multiparty Boathouse as follows:
- i. The sub-assignee must fill out a moorage agreement with the Port and provide current Vessel registration and a certificate of Vessel insurance which meets the Port's insurance requirement.
 - ii. The Boathouse Owner(s) will ensure the Vessel carries insurance pursuant to the Rules & Regulations.
 - iii. All applicable moorage fees shall remain the responsibility of the Boathouse Owner.
 - iv. The Boathouse Owner ensures the sub-assignment abides by the Rules & Regulations Handbook.

5.13.2 Multiparty Boathouse

- 5.13.2.1 Multiparty Boathouse Owners must form and maintain a Boathouse Organization acceptable to the Port (i.e. partnership, association, LLC, etc.), and submit evidence, in the form of a certificate of registration and evidence of annual renewal from the Washington Secretary of State.
- 5.13.2.2 Each Boathouse Organization must formally appoint one person to act as the contact person for the Port to address Port related issues pertaining to the Multiparty Boathouse.
- 5.13.2.3 Each Boathouse Organization must provide an address where notice from the Port can be mailed and agree that posting of notice on the entrance point of the Multiparty Boathouse together with mailing to the specified address and to each Moorage Customer in the Multiparty Boathouse constitutes notice to the Boathouse Organization and the Multiparty Boathouse owners.
- 5.13.2.4 Each Boathouse Organization is required to execute a Boathouse Agreement with the Port.
- 5.13.2.5 Boathouse Non-compliance fee Moorage Customers in Multiparty Boathouses that are not in compliance as stated in the Rules & Regulations, will be assessed a monthly non-compliance fee as part of their monthly moorage fee. All associated costs will be the owner(s) responsibility.
- 5.13.2.6 Multiparty Boathouse Moorage Customers that are assessed the non-compliance fee will also be subject to additional enforcement actions at the discretion of the Port, up to and including eviction from the harbor.

5.14 Transitional Moorage

Subject to availability, Recreation Vessels on the waiting or Berth Change Request lists have the option to accept “Transitional Moorage” as permanent moorage. Transitional Moorage utilizes vacant Active Commercial Fishing or Merchant Leaseholder Slips by back-filling with Recreation Vessels until an approved user is available and in need of moorage. The Recreation Vessel may be relocated to the visitor dock, or other area of the harbor as determined by the Harbormaster(s) until such time an alternate slip is available. Transitional Moorage is guaranteed moorage.

5.14.1 Transitional Moorage is billed at the Vessel length overall.

5.14.2 Transitional Moorage is billed at the Open Slip rate on the Vessel length overall. Recreational users that have elected Transitional Moorage will be removed from the Recreational Vessel Wait List and added to the Berth Change Request List.

5.14.3 When a permanent berth is offered to a customer on Transitional Moorage, Transitional Moorage customer is required to accept new berth assignment and cannot remain in Transitional Moorage berth.

5.15 Transfer of Moorage

In keeping with the policy established by the Port, assigned moorage is personal property of the Moorage Customer of record and may not be transferred to any other person, except as follows: Upon the death of the Moorage Customer, moorage rights may be passed onto an immediate family member. Immediate family members consist of a spouse, child, father, mother, brother, or sister. A person purchasing a Vessel from a Moorage Customer does not thereby acquire moorage space. The purchaser must apply for moorage and be placed on the waiting list, unless otherwise authorized by the Port.

5.16 Living Aboard

It is the policy of the Port to grant a designated number of licenses for Liveaboard moorage. In developing liveaboard policies, it is the Port's intention to be a good steward of the harbor and operate the harbors to their highest and best use. With this in mind, it is the intent of the Port to develop sound regulations which minimize potential impacts to the lifestyles of our customers while ensuring the needs of the boaters, upland tenants and other Port users are accommodated.

Factors considered by the Port in determining the number of Liveaboard licenses permitted at the Harbors include the capacity of facilities such as sanitary waste and vehicle parking at the Harbor. Additionally, factors for considering a specific Vessel for Liveaboard use include, but are not limited to, whether the Vessel has the correct MSD, size and type of the Vessel, condition of the Vessel, number of people intending on living aboard the Vessel, whether the Moorage Customer is a permanent customer in good standing with the Port, and the location of available moorage slips relative to the location of other nearby Liveaboards.

At Squalicum Harbor there are currently 100 designated Liveaboard licenses and 50 Liveaboard licenses at Blaine Harbor. This number may be amended from time-to-time by the Port, within the Port's sole discretion. The Harbor Office maintains a waiting list for Moorage Customers wishing to live aboard their Vessel.

Regulations for Living Aboard:

- 5.16.1 Any individual wishing to live aboard their Vessel must first complete a Liveaboard Application at the Harbor Office. Once a license is granted, the customer must complete a Liveaboard Agreement which will be renewed annually by visiting the harbor office and signing a new Liveaboard Agreement. The Port will use its best efforts to remind Liveaboards approximately one month prior to their expiration date, but it is the sole responsibility of the Moorage Customer to renew his or her Liveaboard Agreement to maintain their license to Liveaboard.

A Moorage Customer living aboard their Vessel who fails to renew their Liveaboard Agreement by the end of the one-year term may have their license to live aboard revoked. Failure to observe the Rules & Regulations Handbook will result in the termination of the Liveaboard License and/or the right to moorage at the Harbors. The license to liveaboard is not transferable to any other individual or Vessel.

- 5.16.2 Written authorization from the Port is required when an individual is living on a Vessel for a period of 15 days or more in any 30-day period in excess of two consecutive months. The Harbormaster may, at their discretion, allow a Moorage Customer to temporarily exceed the 15-day limit without the need to apply for a Liveaboard license. This permission will be provided in writing.
- 5.16.3 The Port will conduct an inspection of the Vessel's marine sanitation device (MSD) before a license is granted. All Liveaboard Vessels must have an approved Type III MSD or working Porta-Potty and ensure that any valves are secured in the closed position to prevent illicit discharge. Dye tablets may be required for holding tanks to ensure the highest possible water quality is preserved. A Liveaboard found discharging waste or other hazardous materials into the harbor will have their license to live aboard immediately terminated.
- 5.16.4 Vessels must be a minimum of 26 feet (length on deck) to qualify for Liveaboard use. The Harbormaster may grant a Liveaboard license on smaller Vessels on a case-by-case basis.
- 5.16.5 Liveaboards are allowed to keep one vehicle in the parking lot per adult living aboard the Vessel provided they are regularly used (up to two cars maximum per Liveaboard Vessel). Idle storage of vehicles in harbor parking areas is prohibited. For the purposes of these regulations, the term "regularly used" refers to a vehicle that leaves Port property weekly. Determination of regular use is up to the Harbormaster's discretion.

- 5.16.6 Only the registered owner and their immediate family may live aboard a Vessel. Liveaboard Vessels may have up to two adults living aboard the Vessel. For the purposes of this regulation, “immediate family” may include children, a spouse, domestic partner, or significant other.
- 5.16.7 Unauthorized individuals found living aboard their Vessel without permission, as determined by the Harbormaster, are in violation of these Regulations. They will be notified of the violation in writing and, if the condition is not corrected, will have their moorage cancelled. The local police department will also be notified for additional enforcement if needed.
- 5.16.8 A Vessel that is being used only to live aboard and not for the purpose of cruising is not eligible for Liveaboard status. Houseboats, float houses and barges will not be permitted as Liveaboard Vessels.
- 5.16.9 The Harbor Office is unable to accept mail for any customers. It is recommended that Liveaboards establish a post office box or make other arrangements for mail delivery.
- 5.16.10 During the winter months, water on the docks may be shut off without notice to prevent the lines from freezing. For their own safety it is suggested that Liveaboards keep emergency rations, including water and food, as well as blankets and other survival gear on board the Vessel at all times. Electrical service may be interrupted without notice. The Port is not responsible for damages including spoiled food, sensitive electrical equipment, etc.
- 5.16.11 Liveaboards are expressly prohibited from living inside Individual and Multiparty Boathouses.
- 5.16.12 Liveaboards must comply with all federal, state, and Port, rules and regulations. A violation of these Regulations will result in termination of a Liveaboard license, Moorage Agreement, or both.

5.17 Merchant Leaseholders

Merchant Leaseholders are an upland Port tenant who also has moorage for one or more slips at the Port of Bellingham which are used for the sale or charter of vessels. It is the policy of the Port to assign leasehold tenants, doing business as Merchant Leaseholders, moorage for the operation of their brokerage or charter business. The Assignment and management of berthage for Merchant Leaseholders shall be in accordance with the policies described within the Rules & Regulations Handbook. A Merchant Leaseholder’s upland lease shall include the Port’s standard Merchant Leaseholder terms and conditions prior to requesting moorage for the sale or charter of vessels.

- 5.17.1 Merchant Leaseholders must have written moorage agreements for each assigned berth. Moorage for a berth, in this category, may be renewed subject to proof that the business is active, and all permits, leases, and licenses are current. A default under this agreement constitutes a default under any other agreement or lease with the Port of Bellingham.

- 5.17.2 It is the responsibility of the Merchant Leaseholder to provide the Harbor Office with Vessel insurance meeting Port of Bellingham minimum requirements for all Vessels moored within their assigned berths.
- 5.17.3 The Merchant Leaseholder will be responsible for having all Vessel Owners complete and submit to the Harbor office a Moorage Agreement Addendum prior to sub-assigning moorage for the Vessel.
- 5.17.4 The Merchant Leaseholder may, at their discretion, move Vessels within their fleet to any berth they have been assigned provided it does not exceed the maximum length allowed for a particular slip size. The Merchant Leaseholder will provide a list of Vessel locations and Vessel owner emergency contact information on a monthly basis unless no Vessels changed berth locations between monthly updates.
- 5.17.5 Merchant Leaseholders are responsible for the actions of their employees and the customers they bring to the assigned berths.
- 5.17.6 Merchant Leaseholders are strictly prohibited from charging moorage fees that are in excess of the rate set by the Port. It is not the Port's intent to prevent Merchant Leaseholders from recouping overhead costs through non-moorage rate related management fees. The Port reserves the right to audit the Merchant Leaseholder's billings to its customers.
- 5.17.7 The Port may designate specific berths for Merchant Leaseholder use within each marina and publish such designation in the Marina Use Plan (MUP). A copy of the Marina Use Plan may be obtained at the Harbor Office.
- 5.17.8 Merchant Leaseholder berthage is for the moorage of Vessels actively engaged in the charter or brokerage business. Living aboard a Vessel is prohibited unless approved by the Harbormaster in writing.
- 5.17.9 Merchant Transient Moorage refers to the temporary sub-assignment of a Merchant Leaseholder slip to a Vessel Owner for purposes other than brokerage or charter. Merchant Leaseholders may allow Vessels not being used for the purpose of sale or charter, known as Merchant Transient Vessels, to be berthed within their assigned slips on a temporary basis. Merchant Leaseholders will be required to obtain written permission from the Harbormaster for any moorage assignment under this definition that exceeds 30 days and provide a Moorage Agreement Addendum to the Harbormaster prior to the Vessel entering the harbor. Failure to obtain written permission for Merchant Transient Vessels moored in excess of 30 days and/or for utilization of moorage outside of the approved uses for Merchant Leaseholder moorage will result in any and all slips in violation of these regulations being terminated.
- 5.17.10 Merchant leaseholders who no longer have need for a slip may cancel it following the Port's cancellation procedure as set-forth in these Regulations. If there are no eligible Merchant Leaseholders on the waiting list the slip will be reassigned at the harbormaster's discretion.
- 5.17.11 In the event that a Merchant Leaseholder sells all or substantially all of its interest or assets in the Merchant Leaseholder business to another individual or entity, the

consent to the transfer of rights to the slips within the Merchant Leaseholder's control shall not be unreasonably withheld by the Port from the new business owner for the continued operation of the business on Port property.

- 5.17.12 Merchant Leaseholders may secure future access to additional and/or specific berthage within the designated Merchant Leaseholder area through the Merchant Leaseholder waiting list. Berth assignments will alternate between Merchant Leaseholders on the waiting list. Merchant Leaseholders on the waiting list will not be assigned consecutive berths unless there are no other requests for the berthage on the waiting list.
- 5.17.13 Merchant Leaseholders must remain current on all moorage invoicing. Charges which are more than five (5) days past due may result in the cancellation of moorage.

5.18 Vessel Owners Who Charter Their Own Vessels

Owners who charter their own Vessels, but are not Merchant Leaseholders with the Port, must notify the Harbor Office, provide proof of insurance listing the Port as an "additional insured," and maintain a valid business license with the Port.

5.19 Moorage for Active Commercial Fishing Vessels

Moorage shall be assigned based upon the Vessel Owner's seniority on the moorage waiting list and the availability of moorage slips. If no other Vessel Owners are on the moorage waiting list, moorage slips shall be, based on availability, issued on a first come, first served basis.

- 5.19.1 Moorage fees for Active Commercial Fishing Vessels shall be charged in accordance with rates determined by Appendix A of the handbook.
- 5.19.2 All moorage is due and payable to the Port in advance.
- 5.19.3 All Vessels must register at the Harbor Office upon arrival. Failure to register, as required, may result in a penalty.
- 5.19.4 Penalty charges may be assessed in addition to applicable berthage charges.
- 5.19.5 Vessels seeking moorage on the designated active commercial floats must be engaged solely for the purpose of commercial fishing and provide the Port with the following documents:
 - 5.19.5.1 Commercial fishing license for the Vessel within the past two years; and
 - 5.19.5.2 Fish tickets and proof of deliveries within the past two years; or
 - 5.19.5.3 Other proof of commercial fishing activity within the past two years.

The Port shall have the sole discretion on whether a particular Vessel is actively engaged in bona fide commercial operations.

- 5.19.6 Gillnet swapping floats must be free floating in the berth but secured by a chain in three locations to lateral and finger floats. Net floats are to be removed from the berth during non-fishing periods. The design of the net floats must be approved by the Port prior to installation.
- 5.19.7 Gillnet swapping floats that are deemed unsafe by the Port may be removed at the Owner's expense. If net floats are not removed, monthly moorage fees will continue.

5.19.8 Crew members may live aboard during the active fishing season for Puget Sound.

5.20 Moorage Termination

- 5.20.1 Moorage Customers terminating their moorage must give the Port thirty days' advance written notice. Moorage charges shall continue for thirty days' after the notice is received by the Port.
- 5.20.2 The Port reserves the right to terminate or refuse moorage and/or service to any individual or Vessel. The Port may order any individual or Vessel to leave the Harbor immediately. Moorage Customers who violate these regulations may be subject to cancellation of Moorage and/or Upland Storage Agreements, including penalty charges, impoundment, and/or removal of their Vessel and the fees incurred therein.

5.21 Berth Change Request

Moorage Customers may request a new berth assignment within the Harbor or transfer between harbors, pursuant to policies established by the Port and an annual renewal fee. The Port may, at its option, prioritize new berth requests based upon Vessel size and characteristics, the Moorage Customer's desires, and the date of application for a new berth assignment.

Moorage Customers are limited to placement on two lists. For each list, an annual fee will apply per list.

Moorage Customer will be removed from the list if declined on the first offer.

5.22 Visitor/Transient Vessel Moorage – Individuals

All Visitor Vessels remaining for a period of one hour or more must register at one of the visitor sign-in stations. All Visitor Vessels must register upon arrival at the Harbor Office or Visitor Sign-In Station or a fee may be charged and/or the Vessel impounded.

- 5.22.1 Visitor Vessels may stay for up to three days on the visitor dock without prior approval. For periods longer than three days, other moorage may be assigned by the Port if available. Any vessel staying longer than three days without the Harbormaster's permission will be charged the Extended Stay rate.
- 5.22.2 Any visitor vessel hooked up to shore power will be billed the prevailing daily rate in Appendix A of the Rules and Regs Handbook.
- 5.22.3 Any Vessel visiting Harbor Facilities for the purpose of having scheduled work done by a leasehold tenant or subtenant of the Port is entitled to the **Merchant Voucher Program**. This program allows up to three days of moorage per month without charge if arranged with harbor staff prior to having work done. After three days, visitor moorage rates will apply. The Owner or Operator of the Visitor Vessel is responsible for moorage arrangements.

5.23 Loan-a-Slip Program

The Loan-a-Slip program is in effect all year. The maximum length of time for Loan-a-Slips is two weeks per month. The process is as follows:

- 5.23.1 The Port gives Moorage Customers the option of loaning their slip to the Port while they are gone for up to two weeks per month. The Harbor Office must be advised, in advance, of the departure and arrival dates.
- 5.23.2 30% of the visitor moorage charges collected by the Port for the use of the Moorage Customer's slip shall be credited to the Moorage Customer's moorage account with the Port.
- 5.23.3 If the Harbor Office is unable to fill the slip, no credit shall be issued to the Moorage Customer's moorage account.
- 5.23.4 Moorage Customers may also have the option to loan third parties the use of their slip under the same conditions as set forth herein for guest moorage. The Harbor Office must be notified in advance or no credit shall be issued to the Moorage Customer's moorage account.
- 5.23.5 Moorage Customers must give 24 hours' notice if they are planning to return earlier than previously scheduled.
- 5.23.6 Moorage Customers may loan their slip to a guest at no charge for a maximum of three days per month upon prior approval of the Port. The Harbor Office staff must be notified of all moorage guests or visitor moorage rates may apply. The Visitor Vessel must fit the berth.

5.24 Visitor Vessel Moorage - Special Events

It is the policy of the Port to accommodate organized or special groups of Vessels, such as regattas, subject to space availability. Special Event Requirements:

- 5.24.1 Event Representatives requiring special moorage berths must make their request in writing to the Port thirty (30) days prior to the event. Requests must identify the following:
 - i. The actual date of the event.
 - ii. The number and approximate size of the Vessels requiring moorage; and,
 - iii. The dates before and after each event that moorage is required.
- 5.24.2 Participants must complete a "guest moorage envelope," in detail, and write the name of the event across the top of the envelope. Visitor moorage envelopes may be obtained at the Harbor Office.
- 5.24.3 The night of the event is complimentary for event participants. For participants who arrive before or stay after the event, moorage shall be assigned by the Port at the prevailing visitor moorage rate. If participants fail to pay their moorage, the event representatives shall be held liable for the moorage charges.
- 5.24.4 Fleet captains and/or event representatives are required to maintain close communication with the Harbor Office for all events.
- 5.24.5 Fleet captains and/or event representatives are responsible for their group's compliance with the Rules & Regulations Handbook.

5.25 Abandoned Vessel (RCW 53.08.320 (5), 79.100.040, 79.100.120))

Vessels are considered Abandoned when left on Port property for a period of more than 30 consecutive days or for more than a total of 90 days in any 365-day period without a proper Moorage Agreement with the Port and the Vessel's owner is either not known and/or cannot be located or known but unwilling to take control of the Vessel. (RCW 79.100.010).

If the property remains unclaimed, the Port will tag the property with notice of intent to obtain custody and sell at a public auction per RCW 79.100.040.

The Port is authorized by RCW 79.100.030 to store, strip, use, auction, sell, salvage, scrap, or dispose of an abandoned Vessel found within the Moorage Facility. A transient Vessel who does not register with the Harbor Office or at a Visitor Sign-in station upon arrival may be deemed Abandoned.

At the time of being deemed Abandoned, the Port may impound and/or relocate the Vessel at the Vessel owner's risk and expense, and attach a notice stating moorage charges due with risk of Vessel being sold at public auction.

5.26 Vessel Dimension

Moorage is assigned by the Port, according to length overall, beam, and operational characteristics of the Vessel.

Charges for moorage are based on the length overall, including the bowsprits, boarding platforms, and any other overhangs either permanently or temporarily protruding from the Vessel.

Vessel Owners who erroneously report their Vessel size may be relocated, at the Owner's expense, to a berth of appropriate size. If a berth is not available, moorage may be terminated.

The Port may measure Vessels and adjust moorage charges accordingly.

5.27 Electric Metering

The Harbors own and maintain suitable electric service meters at most slips, which are adjusted to register within one percent of the exact use.

If any metering should become defective, upon correcting said defect, the customer's account may be credited the incorrect charge for the preceding two-month period only to within one percent of the correct value.

Upon request and payment of a meter testing charge in advance, the Harbor will test and render a certificate of test for any Vessel electric service meter. If the meter tested is found with error in excess of one percent of the true value of energy (at 120 volts, 15 amperes, 90 percent power factor), the meter testing fee will be refunded.

~~end of section 5~~

Section 6: UPLAND STORAGE

To better support water-dependent industry within Whatcom County, the Port of Bellingham has developed four categories for land-based storage within the harbors and has designated specific areas for their use. These categories are: Weblocker Storage (secured indoor storage), Fenced-Storage Area (secured outdoor storage), Permitted Open Trailer Storage (unsecured outdoor storage), and Boat Display Area (unsecured outdoor Vessel storage).

The Harbormasters have the sole discretion in administering the assignment of upland storage within accordance of the following sections to maximize positive economic benefit to Whatcom County.

Storage outside of designated areas is prohibited unless prior written approval is given by the Harbormaster(s). Items stored outside of the designated storage areas will be removed at the owner's risk and expense. Abandoned items will be tagged and if left unclaimed will be removed and disposed of in accordance with the law. However, the Port shall not be liable for any loss occasioned by such disposal.

6.1 Weblockers

Port of Bellingham Weblockers ("Weblockers") are a strategic asset utilized primarily to attract and keep the seafood industry base located in Whatcom County and secondarily to support harbor based marine commercial/trade businesses, with a goal of providing maximum economic benefit to Whatcom County.

6.1.1 Weblocker Classifications

The Port will determine the classification of the Weblocker Customer based on the following classifications as defined in Section 1: DEFINITIONS of the Rules & Regulations Handbook.

- Active Commercial Fishing
- Marine Commercial / Trades

6.1.2 Weblocker Assignment

Weblocker Customers must sign an Upland Storage Agreement at the Port. Any Weblocker assignment not consistent with the policies in this section will be subject to Port of Bellingham Commission approval.

6.1.2.1 Weblocker Waitlist

A waiting list for ACF and Marine Commercial / Trades customers desiring Weblockers is maintained at the harbor offices. It is generally the Port's policy to process the Weblocker waiting list by date of application. However, the Harbormaster has been given discretion in assigning Weblockers to maximize the positive economic benefit to Whatcom County. For instance, a Weblocker assignment may bypass someone on the waitlist if they are already a Weblocker Customer.

6.1.2.2 Weblocker Assignment Priority

Priority Weblocker assignments will be made to qualifying ACF customers who do not already have a Weblocker. If there are no qualified ACF customers with an outstanding application for their first Weblocker, the Port may, subject to Section 6.1.2.3, assign a second locker to qualifying ACF provided that there is a minimum of two (2) lockers at Squalicum Harbor and one (1) locker at Blaine Harbor left available to attract new ACF moorage customers to Whatcom County.

Marine Commercial / Trades customers may be eligible for one (1) Weblocker on the second floor of Webhouse #5 at Squalicum Harbor. The total number of Weblockers available at Squalicum Harbor for Marine Commercial / Trades customers shall not exceed ten (10) of the total number of second floor lockers at Webhouse #5. At Blaine Harbor, Marine Commercial / Trades customers may be eligible for up to one (1) Weblocker. The total number of Weblockers available to Marine Commercial / Trades customers at Blaine Harbor shall not exceed four (4) Weblockers.

6.1.2.3 Weblocker Assignment Cap

ACF Customers with vessels measuring 49 feet or greater length over all are eligible for assignment of up to two (2) ground floor Weblockers per customer. Pass-through lockers are counted as two (2) lockers. ACF Customers with vessels measuring less than 49 feet are eligible for assignment of up to one (1) ground floor Weblocker. In no case shall a customer be assigned more than two (2) lockers.

6.1.2.4 Transfer of Weblocker Assignment

The Port of Bellingham will not recognize a sublet or assignment to a third party. If the Port becomes aware that a Weblocker Customer has sublet the Weblocker and/or is profiting financially from subletting their Weblocker, the Port shall terminate the Upland Storage Agreement.

6.1.2.5 Transfer of Weblocker to a Family Member

At the Port's sole discretion, the Upland Storage Agreement for a Weblocker may be transferred to a Weblocker Customer's family member, namely a spouse, child, father, mother, brother, or sister, providing the transferee meets the ACF requirements and qualifications as an ACF weblocker tenant. Documents, such as a birth certificate, confirming the relationship of the family member to the current Weblocker Customer may be requested by the Port before the Weblocker will be reassigned. The transferee has up to one (1) year to provide proof of ACF activity as defined in Section 1: DEFINITIONS.

6.1.2.6 Transfer of Weblocker Upon Sale of Business

At the Port's sole discretion and upon approval by the Port of Bellingham Commission, the Upland Storage Agreement for a Weblocker may be reassigned to the purchaser of an established ACF or Marine Commercial / Trades business provided that the transferee meets the conditions set forth in the Harbor Rules, Regulations, and Rates Handbook. Documents such as a notarized Purchase and Sale agreement, vessel registration, and permit transfer may be required to confirm the sale. The transferee has up to one (1) year to provide proof of ACF activity as defined in Section 1: DEFINITIONS. Change of control of a corporation is considered a Sale of Business for weblocker assignment.

6.1.3 Weblocker Administration

Administration of the Weblockers and eligibility for assignment are based on the following criteria:

- 6.1.3.1 ACF Customers desiring a weblocker must show proof of activity in a bona fide commercial fishing operation under one or more valid license(s) as defined in Section 1: DEFINITIONS. Failure to provide proof of ACF activity within 60-days of request by Port staff will result in termination of their Upland Storage Agreement.

ACF Weblocker Customers shall provide proof of ACF per Section 1: DEFINITIONS and must also provide proof of ownership or lease contract for the ACF Vessel listed on the documentation provided as proof of ACF activity. The ACF Vessel must be rigged for licensed fishery. The Port shall have the sole discretion on whether a particular ACF Vessel is actively engaged in bona fide commercial fishing operations.

A vessel's proof of ACF activity cannot qualify for more than one Weblocker for a vessel less than 49 feet or 2 Weblockers for a vessel equal to or greater than 49 feet. Documentation for a specific ACF Vessel will only be accepted as proof of fishing activity for one Weblocker Customer. One vessel's activity will not qualify as proof of ACF for more than one Weblocker Customer.

Eligibility for an ACF Weblocker also requires proof satisfying of one or more of the following conditions upon renewal of ACF documentation:

- ACF Vessel moorage in Blaine Harbor or Squilicum Harbor for at least three (3) months per calendar year; or
- ACF Customer residency in Whatcom County or evidence satisfactory to the Port that the ACF Customer is relocating to Whatcom County within six (6) months.

- 6.1.3.2 Marine Commercial / Trades Customers desiring a Weblocker must be engaged in a marine support business and be an upland property tenant of the Port or have a current Port Business License.

If the customer chooses to cease operation as a Port tenant or their Business License is cancelled, their Upland Storage Agreement will also be terminated.

6.1.4 Approved Items for Weblocker Storage

Weblocker Customers are required to store items in accordance with this section. If a Weblocker is observed to contain materials that do not comply with the use classification, the Weblocker Customer will be given 30-days to remove unapproved materials or their Upland Storage Agreement shall be terminated. Additionally, should a Weblocker Customer fail to store any applicable equipment in the Weblocker or otherwise utilize it in a manner that does not meet the intent of Section 6.1, the Weblocker Customer shall have their Upland Storage Agreement terminated.

Items Approved for Storage

ACF Weblocker: Approved items include commercial fishing related tools, equipment, supplies, etc. that are related directly to ACF activities. All items must be stored in an appropriate manner in conjunction with City, State, and Federal regulations.

Marine Commercial / Trades Weblocker: Approved items that relate directly to the customer's marine business and its associated support. All items must be stored in an appropriate manner in conjunction with City, State, and Federal regulations.

Items Unapproved for Storage

Unapproved items include but are not limited to automobiles, lawn and garden equipment, household items, or any other item not directly related to the activity associated with the Use Category.

6.1.5 Weblocker Customer Responsibilities

- 6.1.5.1 Weblockers must be kept clean and orderly inside and in the surrounding areas adjacent to the Weblocker.
- 6.1.5.2 All doorways are to be kept clear at all times. Blocking of doorways with skiffs, nets, etc. is prohibited.
- 6.1.5.3 Weblocker Customers may use the covered porch area of the Weblocker they occupy for the storage of allowed items. Weblocker Customers in a Webhouse that does not have a covered porch may use the designated area outside their Weblocker. These areas may be used at no charge as long as the Weblocker doorway is kept clear.
- 6.1.5.4 Weblocker Customers may only use Port-issued locks to secure access to Weblockers.
- 6.1.5.5 Flammable and combustible materials shall be stored in a fire cabinet approved compliant with applicable OSHA regulations and the NFPA.
- 6.1.5.6 No vehicles or combustibles are permitted to be stored in the Weblockers or in the covered porch area.

- 6.1.5.7 Hot work, including welding and cutting is not permitted inside the Webblockers or under covered porch areas.
- 6.1.5.8 Weblocker Customers release the Port, its commissioners, employees, and officers from any and all liability for theft or damage to the contents of the Weblocker Customer's weblocker.
- 6.1.5.9 Webblockers are not to be resided in.
- 6.1.5.10 Failure to comply with these regulations may result in termination of the Upland Storage Agreement and / or the assessment of Port Charges to cure the noncompliance including, but not limited to, charges for impound fees, Port staff time, equipment rental, disposal charges, third party charges, legal fees, and any other fee / charge associated with the termination of this agreement.
- 6.1.5.11 If a Weblocker Customer fails to cure any noncompliance issues, the Weblocker Customer expressly grants the Port and its agents the authority to enter the Weblocker to cure such noncompliance, and Weblocker Customer agrees to waive and release any claim against the Port for any lost, damaged, or missing items resulting from such entry.
- 6.1.5.12 Upon termination of an Upland Storage Agreement, the Weblocker Customer is responsible for removal of all contents prior to the termination date.
- 6.1.5.13 Storage outside the designated storage area(s) is prohibited. Any item(s) left unattended in an unauthorized storage area will be removed at the Weblocker Customer's risk and expense and without liability to the Port.
- 6.1.5.14 Weblocker Customer understands that the Upland Storage Agreement is a month-to- month license to occupy the unit and may be terminated by the Port at any time with 15 days' notice.

6.2 Fenced-Storage Area

- 6.2.1 Fenced storage is available at the Harbor Facilities for Active Commercial Fishing Moorage Customers, only, for seine skiffs, fishing gear and equipment, crab pots, etc. The storage is in a locked and fenced yard and is charged by the square footage of the area occupied.
- 6.2.2 Upland Storage Agreements must be completed at the Harbor Office before items can be placed in the storage yards.
- 6.2.3 Upland Storage Agreements are for a one-time use of the necessary space and do not continue after the stored items are removed and space is cancelled.
- 6.2.4 Additional storage requested by an ACF Moorage Customer may be treated as a separate transaction and would require the execution of an additional Upland Storage Agreement.

- 6.2.5 The substitution of similar items in an ACF customer's storage unit does not incur additional storage charges if no additional storage area is needed.
- 6.2.6 All removals must be scheduled through the Harbor Office. Upland Storage Customers are responsible for locking gates after exiting.
- 6.2.7 Guidelines for Storage:
 - 6.2.7.1 Pallet boards or other form of blocking must be used under stored items to prevent rainwater runoff or damage to the pavement.
 - 6.2.7.2 Upland Storage Customers must make sure their area is kept clean, orderly, and free from all flammable substances.
- 6.2.8 Abandoned property stored in the storage yard may be impounded and subject to disposal.
- 6.2.9 Upland Storage Customers release the Port, its commissioners, employees, and officers from any and all liability for theft or damage to the contents of the Customer's storage unit.
- 6.2.10 Charges shall continue until all of the commercial fisher Upland Storage Customer's property is removed from the assigned space.
- 6.2.11 All gear must be drained of oils and fuel. Hydraulic lines must be adequately capped to prevent spills.

6.3 Permitted Open Trailer Storage

The Port of Bellingham has allocated two areas within Squalicum Harbor for the storage of equipment and other gear required by Active Commercial Fishing and Merchant Leaseholder tenants. The criteria for utilizing these areas, known as Permitted Open Trailer Storage areas A and B (hereafter known as POTS A and B), are as follows:

- 6.3.1 The Port of Bellingham will utilize a storage tag system for POTS A and B. These tags will be issued annually to assist in the identification of abandoned gear as well as to ensure that these spaces are being utilized to their highest and best capacity. Customers wishing to store equipment in either POTS A or B must contact the harbor office and obtain a storage permit tag prior to placing items on Port property.
- 6.3.2 All permit tags must be securely affixed to the storage trailer in a location that makes them visible from the front of the trailer.
- 6.3.3 Only approved Active Commercial Fishing and Merchant Leaseholder equipment may be stored in POTS areas. Empty Vessel trailers or trailers with a seine skiff on them will be approved on a case-by-case basis.
- 6.3.4 If deemed necessary, harbor staff may allocate specific spaces within POTS A and B to ensure that these areas are used efficiently and fairly.

- 6.3.5 Trailers must fit within designated parking spaces in POTS A and B, be in sound condition as determined by the Harbormaster, and capable of being towed at all times. Should harbor staff be required to move a trailer, trailer owner accepts full responsibility for any damage that may result from relocation.
- 6.3.6 Wheels must be chocked to prevent accidental movement.
- 6.3.7 All gear must be drained of oils and fuel. Hydraulic lines must be adequately capped to prevent spills.
- 6.3.8 Outside storage areas are for the storage of trailers and gear only. Welding, grinding, sandblasting, painting, and similar activities are not permitted in the parking lots.
- 6.3.9 Trailers and equipment left unattended in the harbors without a storage permit will be impounded and disposed of in accordance Section 6.5.
- 6.3.10 Privately-owned Net Wagons must have the identification of its Owner painted on the wagon and must be parked in designated areas. All net wagons must be in full operation status at all times.

6.4 Boat Display Space

An area designated for marine tenants to store boats for sale for a monthly fee.

- 6.4.1 Upland Storage Agreement must be completed at the Harbor Office prior to placing boats in display area.
- 6.4.2 Additional space requested may be treated as a separate transaction and would require the execution of an additional Upland Storage Agreement.
- 6.4.3 Space must not be used for storing items other than boats unless approved by the Harbormaster(s).
- 6.4.4 Area must be clean and free of debris.
- 6.4.5 Boat must be properly stored and secured.
- 6.4.6 Abandoned boats will be impounded under RCW 53.08.320 or 79.100.

6.5 Abandoned Property (not including Vessels)

Property such as, equipment, gear, or any other personal property (not including Vessels) is considered Abandoned Property if left on Port property without proper storage arrangements and the owner is either unknown or known, but unresponsive.

Port Staff shall tag the property with notice to remove and/or relocate the property if necessary (at the owner's risk and expense) and attempt to notify the apparent owner of the property, if known. If after 60 days the property is not claimed by the owner, the Port may elect to retain the property and sell it at a public auction after providing at least 10 days' public notice (RCW 63.21.060).

Money collected from the sale of the property shall first be applied to the costs and expenses of the sale and then to the payment of lawful charges and expenses for the keep of the said property and the balance, if any, shall be paid to the owner and if not known, the Department of Revenue.

The Port may elect to dispose of the property if the Harbormaster deems it to have no substantial value or the probable cost of the sale exceeds the value of the property.

~~end of Section 6~~

Section 7: FACILITIES

7.1 Restrooms / Showers / Laundry Facilities

Restroom facilities are provided at or near the gangways to the Moorage Facilities.

Restroom facilities are available to all Harbor Users during daylight hours. Only Moorage Customers are permitted to use the shower and laundry facilities at the Harbors.

Moorage Customers must contact the Harbor Office for assistance to gain entry to the shower and laundry facilities. After-hours access to restroom facilities is limited to Moorage Customers of the Harbors.

7.2 Garbage / Recycling Facilities

The Port provides garbage and recycling facilities for waste generated directly from the Vessels of Moorage Customers.

7.2.1 There are recycling bins at the head of each gangway approach to the floats. See the Harbor Office for further assistance with recycling programs.

7.2.2 The depositing of garbage, trash, oil, fuel, or other waste in the water or anywhere outside of the provided containers in the Harbor, including the area on the ground next to the containers, is strictly prohibited.

7.2.3 The depositing of non-Harbor refuse in Port containers is prohibited. Violators may be prosecuted and subject to fines for each offense, pursuant to Blaine Municipal Code 9.24.110, Bellingham Municipal Code 10.60.310, or any other applicable regulation.

7.3 Net Repair Areas

7.3.1 Net repair areas are located at various locations throughout the Harbors. Contact the Port for space assignment.

7.3.2 The net repair areas are provided by the Port at no cost and are available to Active Commercial Fishing Moorage Customers only.

7.3.3 Impound charges may be assessed in the following events:

7.3.3.1 Nets that are left in the net repair areas for more than 10 days may be impounded and a fee may be charged to the Moorage Customer's account.

7.3.3.2 Nets that are left on floats for more than 24 hours may be impounded and a fee may be charged to the Moorage Customer's account.

7.3.4 Parking lots are not to be used as net repair areas. Nets found in parking lots may be impounded and the owner of the net(s) may be charged a fee.

7.3.5 Users must clean-up all line, string, scrap netting, or other leftover waste upon completion of the net repair.

7.3.6 Net Repair area(s) may not be used for storage of any gear, equipment, trailers etc. Only gear and equipment, required for the intended use of the area may be left in the net repair areas.

7.4 Storage on Piers or Floats

- 7.4.1 Vessel Owners/Operators using the Harbor are required to keep their Vessel and the pier or float in the vicinity of their Vessel clear at all times.
- 7.4.2 Storage of anything on piers or floats is prohibited, except in Port provided dock boxes.
- 7.4.3 Installation of any net float requires the prior written approval of the Port.
- 7.4.4 Storage of oily rags, open paints, gasoline, or other flammable or explosive material is not permitted on the docks, in dock boxes, or in boathouses.
- 7.4.5 Moorage Customers are responsible for any damage to the dock boxes and will be billed for replacement.
- 7.4.6 Dock steps may be no wider than half the finger float width and be stored in a manner that does not interfere with walkway traffic.

7.5 Dinghies

Storage of dinghies is permitted only in designated areas.

- 7.5.1 Dinghies are not permitted on floats. They must be stowed on a Vessel or, if small enough, moored in the water ahead of the Vessel provided the Dinghy or the primary Vessel does not project outside the customer's moorage space. The construction of dinghy davits or additional floats within the slip or on the docks is prohibited.
- 7.5.2 Installation of dinghy davits onto floats or piers requires the prior written permission of the Port.
- 7.5.3 A limited number of dinghy racks are provided by the Port. Use of Port owned dinghy racks is encouraged and is on a first come, first served basis. Any craft stored on a Port-owned dinghy rack must fit on two dinghy rack bars and may not overhang other racks or occupy more than two bars. Customers may not store more than one dinghy on Port dinghy racks.
- 7.5.4 All dinghies need to be identifiable as to ownership by placing the name of the owner, the name of the vessel, or the primary vessel's registration number in a location clearly visible from the front of the rack.
- 7.5.5 Dinghies that are derelict, deflated, and/or whose ownership is unclear will be presumed abandoned and are subject to impound.
- 7.5.6 Dinghy racks that are designated as reserved by the Harbormaster will require a prior assignment and will be charged a monthly fee per the prevailing rate in Appendix A to store the dinghy. No fee applies to areas that are not reserved. Check with the Harbor Office for locations.

7.6 Loading Zones (Work Docks) - Commercial and Recreational Vessels

- 7.6.1. Loading zones are provided for and limited to the loading and unloading of Vessels. Contact the Port for loading zone locations.
- 7.6.2 Use of designated commercial fishing outfitting piers is limited to the transfer of fishing gear and the repair of fishing Vessel equipment, which cannot be repaired at regular Moorage Facilities; and is assigned on an individual basis by the Port. Unauthorized use is subject to a penalty charge.
- 7.6.3 All loading zones are posted with time limits. These docks are not to be used for moorage. If the Vessel Owner requires a longer stay than posted, he/she must receive permission from the Port. Regular moorage charges under the applicable rate shall apply for Vessels staying longer than the posted time limit.

7.7 Fueling

The fueling of Vessels is permitted only at established marine fueling facilities. However, the delivery of diesel fuel (only) over the docks is permitted at designated locations and only by companies that have current use permit agreements with the Port.

- 7.7.1 Gasoline is not permitted to be pumped over the piers or docks, except at designated marine fueling facilities.
- 7.7.2 Fuel truck operators must use every precaution to ensure the safety of all property. Fuel truck operators should also make sure that all applicable Port, city, state, and county codes for the loading and unloading of flammable liquids are followed.
- 7.7.3 Charges apply for loading and unloading flammable liquids over piers or docks. A Use Permit Agreement is required to allow a company to deliver fuel to the Harbor Facilities.
- 7.7.4 Danger warning! Fueling a Vessel from hand-carried containers is extremely hazardous and is forbidden at the Harbors, pursuant to Uniform Fire Codes.

7.8 Used Oil Disposal

Harbor Users changing oil in Vessels are responsible for the final disposal of used oil. Only used oil generated from Vessels is permitted at the provided used oil disposal stations. Other materials may be accepted for disposal or recycling. Check with the Harbor Office for a complete list of accepted materials.

Materials removed from vessels outside of harbor property, including boatyards and other lease sites, will not be accepted. Contact the Harbor Office for access to oil disposal stations.

7.9 Towing

If the Harbormaster deems a Vessel or a floating item, such as a net float, need be moved and customer is not responsive, the Port will move the item/Vessel and charge the Moorage Customer the appropriate fee. Under no circumstance will any Vessel be moved for the convenience of a Vessel Owner.

7.10 Passenger Facilities Charge

In addition to moorage fees, a Passenger Facilities Charge (PFC) will apply to passenger carrying Vessels of any size embarking or disembarking from the Bellingham Cruise Terminal per Appendix A of the Handbook.

Note: Passenger Facilities Charges are subject to periodic adjustment.

~~end of Section 7~~

Section 8: EQUIPMENT

8.1 Boat Launch Ramp

The Port maintains a boat launch for use by Harbor Users at each of the Harbors for a charge. Harbor Users must pay for the use of the ramp prior to launching their Vessel. Annual boat launch passes are available at the Harbor Offices and are honored at all Port boat launch sites. See Appendix A of the Handbook for boat launch fees. Vessel work/repairs are not permitted at the boat launches or parking lots. Boat launches are not to be used for the loading or unloading of nets or crab pots. Check with the Harbor Office for parking exceeding 5 days.

8.2 Forklifts/Tow Motor

There are forklifts and tow motors available for use in the Harbors.

- 8.2.1 Harbor Users must be a minimum of 18 years of age, have a valid driver's license, and be qualified to use the equipment.
- 8.2.2 Rental charges for equipment will apply per Appendix A of the Handbook. There is no charge for use of the Tow Motor if used for towing Port-owned drum rollers.
- 8.2.3 Removal of the forklifts or tow motors from Port property is not permitted.
- 8.2.4 Equipment not equipped with nighttime running lights are restricted to daylight use only.
- 8.2.5 During inclement weather, the rental of equipment may not be permitted by the Port.

8.3 Bilge Pumps

- 8.3.1 The Harbors maintain bilge pumps for emergency use only at no charge to the Moorage Customer.
- 8.3.2 Contact the Port for use.
- 8.3.3 The vessel owner will be charged a fee per Appendix A.5.2, if Harbor Staff responds to an emergency pumpout.

8.4 Drum Rollers (aka Net Reels)

The Port maintains seine drum rollers at both Harbors.

- 8.4.1 The power source is 220 volts A/C.
- 8.4.2 Contact the Port for use.
- 8.4.3 Prior to the rental of this equipment, the Harbor User shall be required to sign a hold harmless agreement for the operation of the drum roller.
- 8.4.4 Rental charges will apply per Appendix A of the Handbook.
- 8.4.5 Removal of the seine drum rollers from Port property is not permitted.

8.5 Stiff-Leg Crane

- 8.5.1 At Squalicum Harbor, arrange for use of the stiff-leg cranes at the Harbor Office. Use of stiff-leg crane is on a first-come, first-served basis only and are supplied without an operator.
- 8.5.2 Harbor Users must first sign a hold harmless agreement for operation of the stiff leg cranes.
- 8.5.3 Authorization for use is granted at the discretion of the Port.
- 8.5.4 Rental charges will apply per Appendix A of the Handbook.
- 8.5.5 Use is defined as each separate occasion in which a user signs a hold harmless agreement for the use of a crane and then notifies harbor staff when they are done and the controller is locked.

8.6 Potable Water

- 8.6.1 Water may be shut off at any time without notification to customers.
- 8.6.2 During winter months water may be shut off to prevent freeze damage to plumbing systems.
- 8.6.3 In order to prevent possible vessel flooding, do not leave your dock hose attached to the Vessel or connect the hose in a way that pressurizes your vessel's plumbing system.
- 8.6.4 Customers must disconnect their dock hose from the spigot during the winter months to prevent freeze damage.

8.7 Fire Fighting Equipment

Fire extinguishers and other firefighting equipment are to be used for fighting fires only.

8.8 Dock Carts

The Port provides dock carts at the head of each ramp. Carts must be cleaned and returned to the top of the ramp immediately after use. Frequent users might consider purchasing a folding cart and storing it aboard their vessel.

~~end of Section 8~~

Section 9: GENERAL RULES & REGULATIONS

9.1 Vehicle Traffic

The Port has established traffic and parking regulations required for the safety and best utilization of the Harbors.

- 9.1.1 Behavior which disturbs or creates a nuisance for others is prohibited. (See Section 9.19)
- 9.1.2 All Harbor Users must observe posted speed limits. Unless otherwise posted on Harbor roadways, the speed limit within the Harbor is 15 m.p.h.
- 9.1.3 The Port may establish traffic and parking regulations required for safety and utilization of the Harbor Facilities.
- 9.1.4 Parking in any area of the Harbor is limited to 24 hours, unless otherwise posted or approved by the Port.
- 9.1.5 A vehicle parked in violation of these Rules, Regulations and Procedures may be towed away at owner's risk and expense.
- 9.1.6 Parking areas are for the use by Harbor Users only.
- 9.1.7 Parking of oversized vehicles such as RVs and truck/trailer combinations is not permitted in parking lots.
- 9.1.8 Living in and/or sleeping in cars, trailers, RV's or other vehicles and storage of vehicles at the Harbor Facilities is prohibited.

9.2 Visitors - After-Hours

After dusk, only Moorage Customers and their guests are permitted on the harbor property. Moorage Customers should make arrangements to meet their guests at the head of the ramp to unlock the security gate.

9.3 Conduct

- 9.3.1 Behavior which disturbs or creates a nuisance for others is prohibited.
- 9.3.2 The consumption of alcoholic beverages, except within licensed premises or on private Vessels, is prohibited, unless otherwise permitted by the Port. The use of illegal drugs is prohibited in all areas of the Harbor.

9.4 Children

Children under 12 years of age should be accompanied by an adult while on piers and floats and are encouraged to wear a U.S. Coast Guard approved life jacket at all times.

9.5 Pets

- 9.5.1 All pets must be under control and on a leash at all times. Do not leave your pet unattended on the dock.

- 9.5.2 Any animal found wandering unattended within the Harbor will be turned over to the appropriate agency.
- 9.5.3 Any animal left unattended in a situation which is considered to be inhumane will immediately be reported to the appropriate agency.
- 9.5.4 Any animal that is a danger, threat or nuisance must be immediately removed from the Harbor.
- 9.5.5 Pet nuisances are defined as to include but not be limited to; not cleaning up after animal, off leash, barking, or any activity that negatively affects another Harbor User. After first warning from Harbormaster, each repeated offense will be fined per Appendix A.6.8 and could lead to eviction.

9.6 Swimming, Waterskiing, and Scuba Diving

These activities are not permitted in the Harbor. Only those divers who receive written authorization from the Port are permitted to dive in the Narrow Channels.

9.7 Bicycles on Floats or Docks

Bicycles, mopeds, motorcycles, scooters, rollerblading, skateboarding, or any similar mode of transportation, is not permitted on floats or docks unless allowed to meet ADA requirements.

9.8 Overnight Camping

Overnight camping is not permitted anywhere within the Harbor Facilities or on Port property.

9.9 Sale of Seafood to the Public

The Port allows Active Commercial Fishers to sell their individual catch to the public at the Harbor.

- 9.9.1 Prior to commencing sales, Active Commercial Fishers must obtain a current Port of Bellingham Business License.
- 9.9.2 Commercial Fishers selling product to the public shall abide by all Port, city, county, state, U.S., Coast Guard, and other applicable regulations.
- 9.9.3 Commercial Fishers are expected to check with local health officials to obtain needed permits prior to commencing sales.
- 9.9.4 Designated areas to be used on a first come, first serve basis.

9.10 Harbor Bulletin Boards

The Port maintains bulletin boards at each gate throughout the Harbors for the posting of official notices. Contact the Harbor Office for use of the Harbor bulletin boards.

- 9.10.1 Signs posted on Harbor bulletin boards are limited in size to 3" x 5" (the size of an index card) or as approved by the Port.
- 9.10.2 Content of signs must be marine related and at the discretion of the Harbormaster.
- 9.10.3 Due to limited space, signs posted on the Harbor bulletin boards may only be posted for two weeks, unless the Port approves a longer period.

- 9.10.4 Signs posted on the Harbor bulletin board must be dated prior to posting and bear the approval of the Port.
- 9.10.5 Signs not properly posted on the Harbor bulletin board may be removed.

9.11 Signage within Harbor Facilities

The posting of “For Sale” signs on Vessels moored in the Harbor is permitted, provided they meet the guidelines established by the Port, which include but are not limited to the following:

- 9.11.1 Signs cannot be larger than 2’ x 2’ and must be posted on the Vessel only.
- 9.11.2 Signs must not extend beyond the bow or stern of the Vessel and cannot be more than 5’ above the deck of the Vessel.
- 9.11.3 Illuminated signs of any type are not permitted.
- 9.11.4 All other types of signage must be approved by the Harbormaster in writing.

9.12 Handbills, Flyers, and Pamphlets

Distribution of handbills, flyers, and pamphlets, of any kind, is prohibited in the Harbors.

9.13 Emergency Assistance

In the event of a threat to human life, safety and/or property, call 911 immediately! For other, less urgent situations, contact the Port.

9.14 Marina Use Plan

The Port will establish a Marina Use Plan that will create zones of use within the Harbor.

9.15 Theft / Damage / Injury

- 9.15.1 The Port (i) does not accept Vessels for storage; (ii) shall not be held liable in any manner for the safekeeping or condition of such Vessels; and (iii) is not responsible therefore as a warehouseman.
- 9.15.2 The Port is not responsible or liable for any damages to a Vessel, or for the loss of said Vessel, or property on such Vessel, including tackle, gear, equipment, or other property either upon said Vessel or upon the Harbor Facilities adjacent thereto, from any cause.
- 9.15.3 Should damage and/or personal injury result from a violation of these Rules, Regulations and Procedures, the person responsible shall be liable to the Port for the damage and costs of collection, including attorneys’ fees. Should any damage, other than normal wear and tear, be done to any float or structure, for any reason, by a Vessel or Vessel Owner or Operator, the person responsible shall be liable to the Port for the damage and costs of collection, including attorneys’ fees.

9.16 Security

In assuring that the Harbors are safe and secure, the Port needs the assistance of the Vessel Owners and other third parties, as follows:

- 9.16.1 Please report suspicious behavior immediately to Harbor Staff and/or call 911.
- 9.16.2 When entering or exiting through a locked gate or door, ensure it closes securely.
- 9.16.3 Keep Vessels locked and windows and outboard motors secure.
- 9.16.4 Promptly report all thefts and/or vandalism to the Port and the local Police Department.

9.17 Compliance with Other Requirements

The Port is authorized to require Harbor Users to take such other actions as the Port deems necessary for the safety and health of the Harbor Users and to protect property; provided, however, that this authority shall not be deemed to be an affirmative duty or obligation on the Port to protect the Harbor Users or property. Harbor Users shall comply with all demands made by the Port, pursuant to this paragraph.

9.18 Non-Compliance of Harbors' Rules and Regulations

Non-Compliance is defined as failure to comply with any of the Rules and Regulations or for conduct which adversely affects the health, safety, or enjoyment of harbor facilities. Examples not limited to; riding bike on floats, loud music, not returning dock carts to top of ramp, etc. After first warning from Harbormaster, each repeated offense will be fined per Appendix A.6.8 and could lead to eviction.

9.19 Inspection of Harbor Facilities

The Port reserves the right to inspect any of its rented or leased premises at any time. However, this right to inspect does not create any affirmative duty or responsibility for the Port to conduct such inspections.

9.20 Gate Access Control

Each moorage agreement customer will receive two credentials (key-fob and/or proximity card) at no charge for the gate and facilities where the vessel is moored. Distribution of additional credentials will be on a case-by-case basis requiring Harbormaster approval if more than two credentials are needed. Additional and replacement credentials will be charged according to Appendix A.6.10. The moorage customer is responsible for the safe keeping of issued credentials and is not permitted to loan or give away the credential. Moorage Customers can contact the Harbor Office to get a one-time combination code for guest use.

Owning a credential does not guarantee access to Harbor facilities. Credentials may be deactivated for misuse, delinquent account, or any other condition that is in violation of the Rules & Regulations. Upon termination, assigned credentials associated with the terminated account will be deactivated.

Business License holders who do work in the harbors will be assigned one credential at no cost. Marine Tenants will be issued two credentials at no cost.

Business License and Marine Trades tenants are responsible for notifying the Harbor Office of any changes in staffing or employees in a timely manner for deactivation of codes or credentials in the possession of their employees. Moorage Customers, Business License Holders, or Marine Trades Tenants who give out Port gate codes to individuals without moorage are in violation of regulations and may have their moorage cancelled or privileges revoked.

~~end of Section 9~~

Appendix A: Rates & Fees

(All rates, fees, and charges apply to Harbor Facilities unless otherwise stated)

Rates will be reviewed and may be adjusted every four years.

A1. Moorage Rates (effective April 1, 2023)

A.1.1 Recreation Open Slip

Blaine Harbor

Monthly Rates

	Rate / ft	w/LHT
≤26'	\$8.93	\$10.08
27-30	\$9.12	\$10.29
31-36	\$9.56	\$10.79
37-44	\$10.34	\$11.67
45-56	\$10.75	\$12.13
57-70	\$12.05	\$13.60
>70	\$13.48	\$15.21

Annual Rates

	Rate / ft	w/LHT
≤26'	\$101.80	\$114.87
27-30	\$103.97	\$117.32
31-36	\$108.98	\$122.98
37-44	\$117.88	\$133.01
45-56	\$122.55	\$138.29
57-70	\$137.37	\$155.01
>70	\$153.67	\$173.40

Squalicum Harbor

Monthly Rates

	Rate / ft	w/LHT
≤26'	\$9.29	\$10.48
27-30	\$9.48	\$10.70
31-36	\$9.94	\$11.22
37-44	\$10.75	\$12.13
45-56	\$11.18	\$12.62
57-70	\$12.52	\$14.13
>70	\$14.02	\$15.82

Annual Rates

	Rate / ft	w/LHT
≤26'	\$105.91	\$119.50
27-30	\$108.07	\$121.95
31-36	\$113.32	\$127.87
37-44	\$122.55	\$138.29
45-56	\$127.45	\$143.82
57-70	\$142.73	\$161.05
>70	\$159.83	\$180.35

A.1.2 Active Commercial Fishing Vessel

	<u>Monthly Rate/ft</u>	<u>Annual Rate/ft</u>	<u>9-month Rate/ft</u>
<80'	\$6.39	\$72.85	\$54.63
≥80'	\$7.20	\$82.08	\$61.56
Weekly rate: \$2.00 /ft			

A.1.3 Boathouse Rates

Blaine Boathouse Rates

Monthly Rates

	Rate / ft	w/LHT
36'	\$12.43	\$14.02
37-44	\$13.44	\$15.17
45-56	\$13.98	\$15.77
57-70	\$15.67	\$17.68

Annual Rates

	Rate / ft	w/LHT
36'	\$141.68	\$159.87
37-44	\$153.24	\$172.91
45-56	\$159.32	\$179.77
57-70	\$178.58	\$201.51

Squalicum Boathouse Rates

Monthly Rates

	Rate / ft	w/LHT
36'	\$12.92	\$14.58
37-44	\$13.98	\$15.77
45-56	\$14.53	\$16.40
57-70	\$16.28	\$18.37
>70	\$18.23	\$20.57

Annual Rates

	Rate / ft	w/LHT
36'	\$147.31	\$166.23
37-44	\$159.32	\$179.77
45-56	\$165.69	\$186.96
57-70	\$185.55	\$209.37
>70	\$207.78	\$234.45

A.1.4 Visitor/Transient Moorage

Squalicum & Blaine \$1.25 per foot per day

Extended Stay Rate* \$2.50 per foot per day

Fairhaven \$.50 per foot per day

Maximum three (3) day limit. Extended stay by permission of Managers only.

*Stays over three days will be charged the Extended Stay Rate.

Active Commercial Fishing Vessel

\$.25 per foot LOA per day plus regular moorage charges

\$.50 per foot LOA per day if not paying moorage

A.1.5 Loading/Outfitting Zones (Work Docks)

Commercial \$.25 per foot LOA per day plus regular moorage charges

\$.50 per foot LOA per day if not paying moorage

Recreation \$.25 per foot LOA per day plus regular moorage charges

A.2 Fees

A.2.1	Waiting List	
	Application	\$100.00
	Annual Renewal	\$ 35.00
A.2.2	Sublease	
	Setup (rec)	\$100.00
	Sublease Monthly (rec)	\$ 25.00
	Sublease Setup (ACF)	\$50.00 (paid by sublessor)
	Sublease Monthly (ACF)	\$15.00 (paid by sublessor)
A.2.3	Berth Change Request	\$ 30.00 /yr per list
A.2.4	New Customer Setup Fee	\$ 50.00 one time
A.2.5	Sea Plane Landing Fees	\$ 50.00 /day
A.2.6	Boathouse Non-Compliance	\$250.00 /slip/month

A.3 Utilities

A.3.1	Electric Meter Test	\$ 60.00
A.3.2	Electric Service Rates-Squalicum	
	Billed Bi-Monthly	\$5.00 Minimum < 50 KWH then \$.10/ kwh
A.3.3	Electric Service Rates-Blaine	
	Billed Bi-Monthly	\$5.00 Minimum <50 KWH plus \$.10 per KWH
A.3.4	Monthly Standard Utility Fee (Blaine only)	\$4.00 / month
A.3.5	Phone Hook-up	\$90.00 per line

A.4 Upland Storage

A.4.1	Boat Display Space	\$40.00 /mo
A.4.2	Dry Land Fenced Storage	\$.12/sq ft (paved)
		\$.10/sq ft (unpaved)

A.4.3 Webblockers-Squalicum

Washington State Leasehold Tax is in addition to rates.

Billing Frequency	Locker Sq ft	ACF	Marine Commercial/ Trades
Monthly	220	\$44.00	\$55.00
Annual	220	\$475.00	\$594.00
Monthly	280	\$56.00	\$70.00
Annual	280	\$604.80	\$756.00
Monthly	630	\$126.00	\$157.50
Annual	630	\$1360.80	\$1701.00
Monthly	700	\$140.00	\$175.00
Annual	700	\$1512.00	\$1890.00
Monthly	720	\$144.00	\$180.00
Annual	720	\$1555.20	\$1944.00
Monthly	740	\$148.00	\$185.00
Annual	740	\$1598.40	\$1998.00

A.4.4 Webblockers-Blaine

Washington State Leasehold Tax is in addition to rates.

Billing Frequency	Locker Sq ft	ACF	Marine Commercial / Trades
Monthly	594	\$106.92	\$148.50
Annual	594	\$1154.74	\$1603.80
Monthly	608	\$109.44	\$152.00
Annual	608	\$1181.95	\$1641.60
Monthly	735	\$132.30	\$183.75
Annual	735	\$1428.84	\$1984.50

A.5 Equipment Use Fees

All rates are without Port operator.

A.5.1 Forklift Rental

\$ 35.00 /hr (.25 hr min)

(Hourly rate is based on each separate occasion which is defined as each time the equipment is checked out and returned)

A.5.2 Vessel Pumping

\$ 90.00 /hr (1 hr min)

A.5.3 Drum Roller (aka Net Reel)

\$ 27.00 /day (1-day min)

A.5.4	Tow Motor	\$ 10.00 /hr (1/2 hr min)
	No charge for towing Port-owned Net Reels.	
A.5.5	Stiff Leg Crane	\$ 20.00 /hr (1/2 hr min)

A.6 Miscellaneous Fees & Charges

A.6.1	Failure to Register	\$ 50.00
A.6.2	Port Labor	\$ 90.00 /hr (1/2 hr min)
A.6.3	Business License	\$100.00 /yr
A.6.4	Dishonored Check	\$ 20.00 /NSF check
A.6.5	Late Fees	
	\$.01-\$500.00	\$ 5.00
	>\$500	1% of monthly of total
A.6.6	Boat Launch	\$ 9.00 /launch
		\$100.00 annual (Jan-Dec)
A.6.7	Fueling Rate, Over Pier(s)	\$.05 /gallon (loading & unloading)
A.6.8	Pet Nuisance Fee & Non-Compliance Fee	1st Warning \$0
		2 nd Warning \$50.00
		3 rd Warning \$100.00
		Final Eviction
A.6.9	Dinghy Rack	\$ 10.00 /month
A.6.10	Key Fob/Proximity Card	\$ 10.00 each
A.6.11	Impound Fee (occurrence in 5 yr period)	1st Offense \$50
		2 nd Offense \$100
		3 rd Offense Eviction

A.7 Bellingham Cruise Terminal

A.7.1 Electric Hook-up \$ 75.00

A.7.2 Vehicle Parking

Daily	\$ 6.00 /day
Weekly	\$ 30.00 /week
Hourly	\$ 1.00 /hour

A.7.3 Moorage/Dockage Rates:

Berth I – Dockage

Vessels > 400 If LOA	\$303.00 /day
Vessels < 400 If LOA	\$242.00 /day

Berth II & III - Commercial, Charter Vessel Moorage w/upland BCT lease

<u>Monthly</u>	<u>Yearly*</u>
\$11.37	\$129.62

Rates effective April 1, 2023

**Annual moorage rate changes January 1 each year;*

Visitor, Layover \$.50 /ft per day on Vessel LOA

Touch and Go \$.70 /ft per landing, maximum 2-hour layover
plus applicable Passenger Facilities Charge

Berth IV - Stub Berth Dockage

<u>Length Overall</u> (or fraction thereof)	<u>Monthly Rate /ft</u> (per month)	<u>Minimum Charge</u>
≤ 100'	\$10.00 / month	\$ 600.00
101'-150'	\$10.00 / month	\$1000.00
>150'	\$20.00 / month	\$3000.00

Daily Dockage

<u>Length Overall</u> (or fraction thereof)	<u>Daily Rate /ft</u>	<u>Minimum Charge</u>
≤ 100'	\$.50 /day	\$ 30.00
100'-150'	\$.50 /day	\$ 50.00
>150'	\$1.00 /day	\$ 150.00

NOTES

- Rates are linked to the Port's Blue-Line Moorage Model and adjust annually on April 1.
- Daily Rates are per calendar day or any part thereof.
- Billing is based on Vessel length or berth length whichever is greater.
- Moorage/Dockage rates will be reviewed and may be subject to periodic adjustment.
- Washington State Leasehold Tax is in addition to the above-named rates.

A.7.4 Passenger Facilities Charge

w/ lease agreement \$1.25/passenger ticket

w/o lease agreement \$2.50/passenger ticket

A.7.5 Linear Moorage (Seasonal): Prevailing rate for Blaine and Squalicum for Vessels $\leq 26'$

A.7.6 Electrical Service Rates: \$5.00 minimum up to 50 kwh then \$.10/kwh

A.7.7 Water Base Rates: \$18.00 per month per Vessel (*Not to exceed operator's cost per 1200 cf*)

A.7.8 Electric Vehicle Charging Station

\$2.50 / hr	0-1 hours
\$1.50 each add'l hour	

~~end of document~~



Planning Division

Staff Memorandum

TO: Mayor Markley, City Council

FROM: Robin Bolster-Grant, Senior Planner
Planning Division

SUBJECT: Consultant Comprehensive Plan Update Presentation

DATE: September 20, 2023

At the upcoming City Council Study Session on September 28, 2023, Bill Grimes representing SCJ Alliance, will present a status report on the progress made with the 2044 Comprehensive Plan Update.

The following topics are proposed for discussion:

- A summary of the public outreach findings to date, including the May 2023 Focus Groups and Visioning Fair, the "Chip Drop" exercise, FlashVote survey and Housing Element Workshops
- Ranking of outreach findings by priority and discussion of observations
- Details of the ongoing policy framework analysis:
 - o Examination of goals/policies requiring revision in order to align with Commerce requirements
 - o Consistency analysis, which identifies internal inconsistencies between elements and external inconsistencies with countywide planning policies and/or regional policies
- SEPA requirements and possible options
- Status report on the technical components of the Transportation Element work currently underway
- Review of next steps, including a community workshop scheduled for mid-October, which will provide the community with an opportunity to review and comment on public input gathered to date

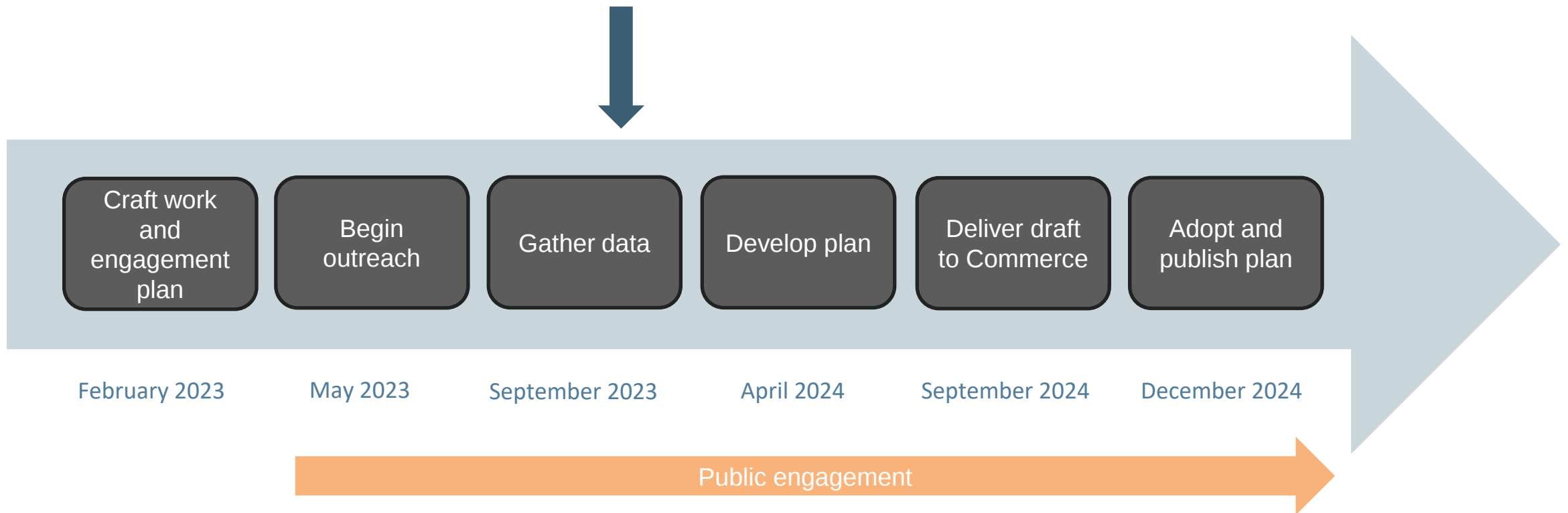
As always, please contact me with any questions you may have.



2024 Comprehensive Plan Periodic Update

City Council Briefing| September 2023

Timeline



Scope of Work

Phase 1: Project management

Kickoff, status reporting, coordination

Phase 2: Understanding (complete)

Demographics, policy framework, engagement

Phase 3: Comprehensive Plan Update (starting)

Land use forecast, **GMA/PSRC checklists**, vision, scenarios, draft plan, action plan, zoning audit

Phase 4: SEPA Evaluation (autumn 2023)

SEPA determination

Phase 5: Community Engagement Strategy and Adoption (April start)

Interviews, PC updates, public events (8), website, PC/CC work sessions/hearings

Phase 6: Traffic Model Update (now)

VISUM model update, validation, pipeline, baseline, scenario testing, documentation, concurrency

Phase 7: Transportation Element Update (starting)

Current conditions, policy, project list, implementation/financing, draft element

Phase 8: Transportation Impact Fees (TIF) Update

Project list, deficiencies/growth assumptions, TIF rate, CC presentations

Public Participation Plan

for the

CITY OF GIG HARBOR

2024 Periodic Comprehensive Plan Update



Community Outreach

- Planning Commission
- Learning
- In-person events/studio/workshops
- Online access
- Branding



First Wave

- Focus group interviews
- Planning Commission work sessions
- Website
- Planning fair/Jubilee and vision (May 20)
- ChipDrop (multiple events)
- FlashVote (August)
- Housing open houses (August/September)

Focus Groups

economic development, land use, environment, shoreline, parks, downtown, harbor, transportation, arts, culture

Topics

- Housing affordability
- Downtown retail
- Parking
- Traffic congestion
- Trails
- Tree canopy
- Historic character
- Fiscal balance
- Harbor Hill
- Marina services
- Economic centers



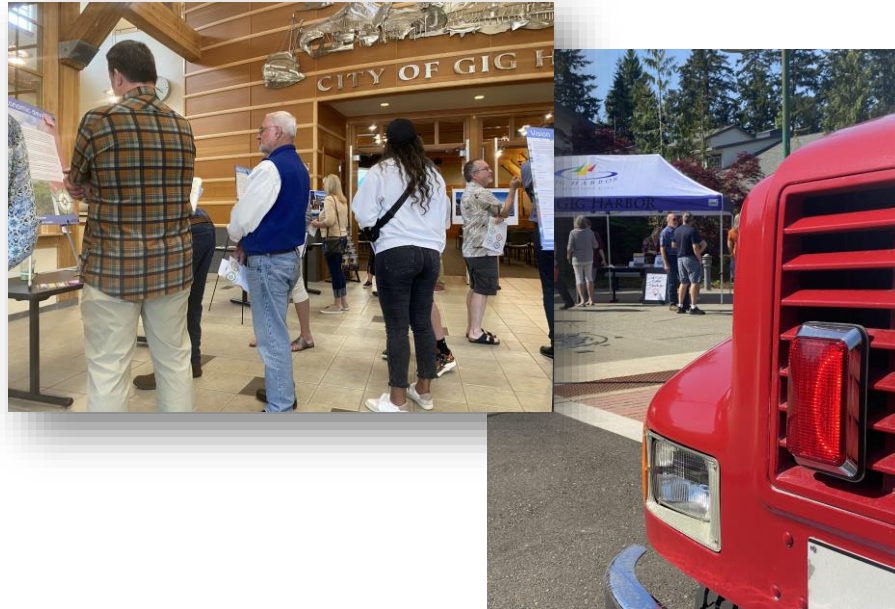
Issues

- Historic emphasis
- Durability of retail downtown
- Barriers to reinvestment
- Local employment v regional
- Integrating density with character
- Parks and urbanization
- Bonus density as affordability tool
- Storm water treatment facility design
- Traffic congestion strategies
- Housing affordability for families
- Maintaining fiscal balance



Jubilee

- Policy temperature
- StoryMap
- Fire truck!

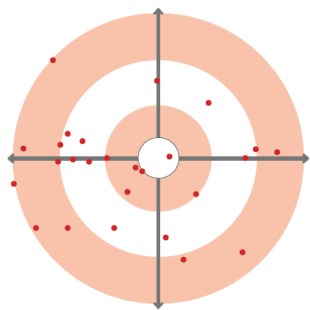
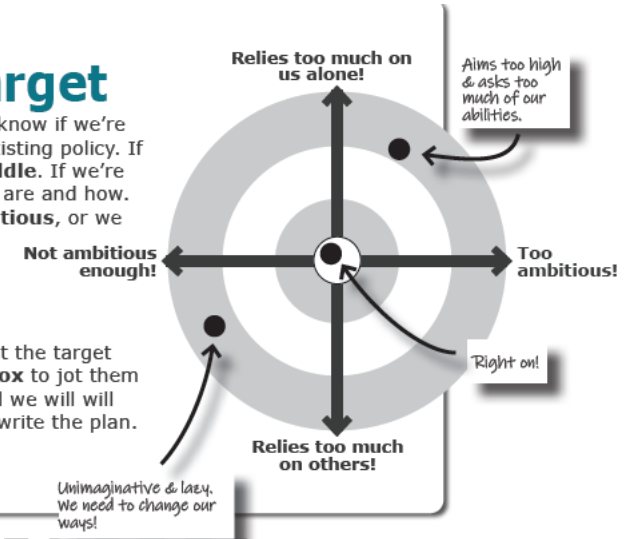


Policy Accuracy

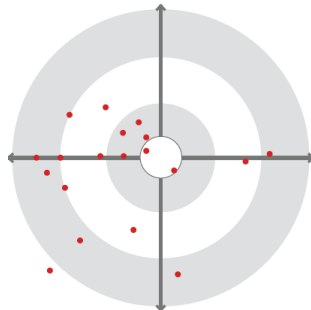
Hitting the target

Here's your opportunity to let us know if we're hitting the **bull's eye** with our existing policy. If we are, put a dot right in the **middle**. If we're not, show us how far off base we are and how. Our proposals might be too **ambitious**, or we might be **expecting** too much from the City, citizens, or our agency partners. Maybe both. **Let us know!**

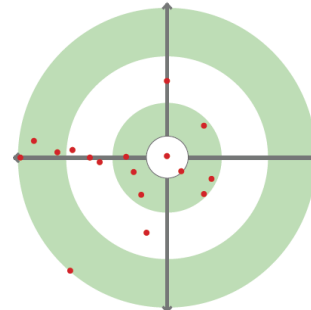
If you have thoughts beyond what the target expresses, please use the **idea box** to jot them down. This is important stuff, and we will consider your suggestions as we write the plan.



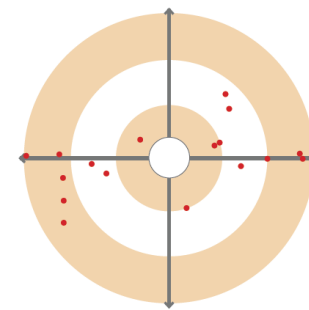
Land use



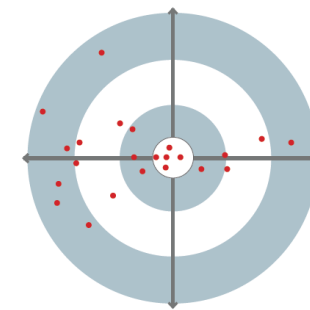
Transportation



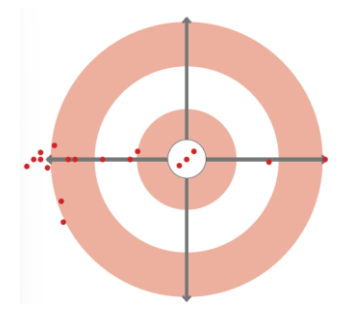
Economic development



Housing



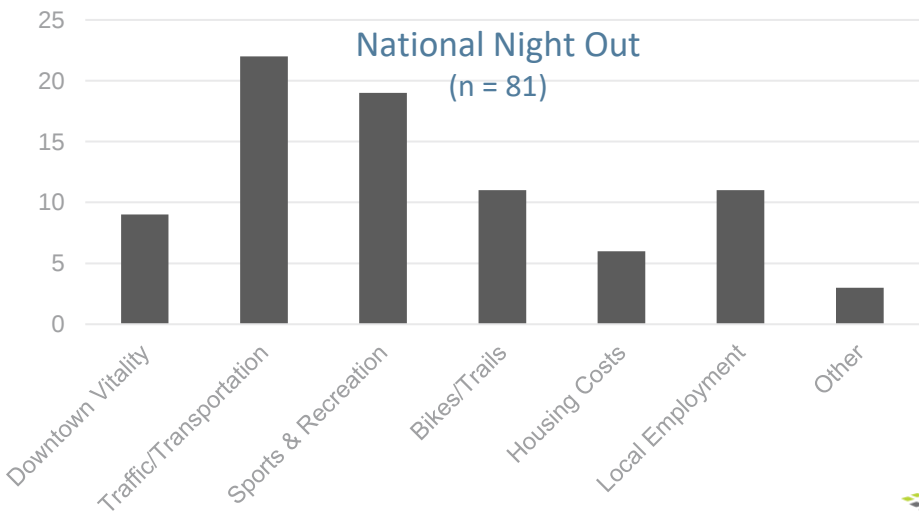
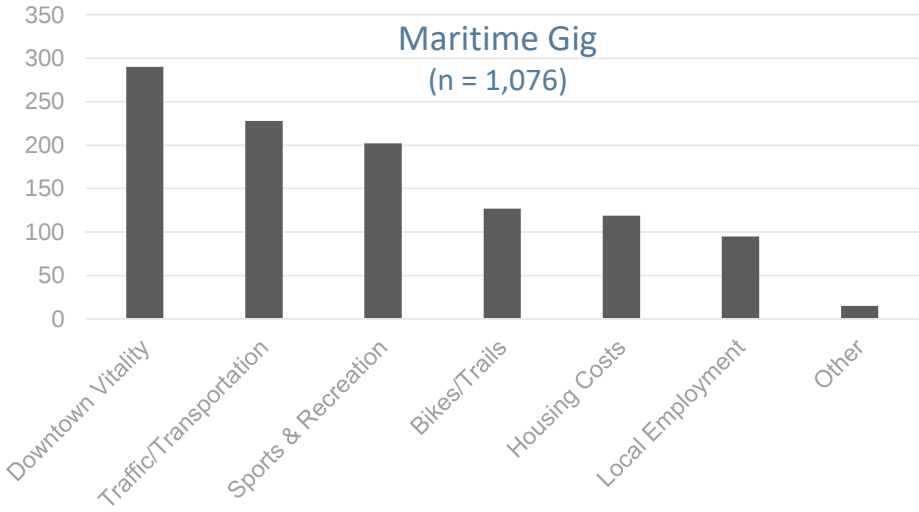
Waterfront



Arts/culture

ChipDrop

- Priorities
- Conversations

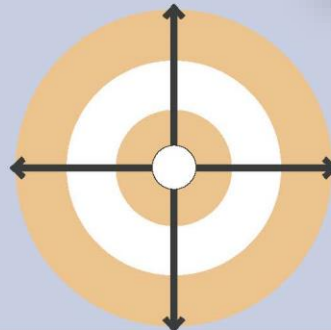


Housing Workshops

- Information sharing
- Idea exploration
- Participant suggestions

The comprehensive plan now includes policies to include **higher density housing** while still maintaining much of Gig Harbor's **single-family neighborhoods**, making room for a wider range of household **incomes and needs**. Take a look at what is in the plan today and let us know if you think it's on target.

- Maintain and protect the **scale and character of existing neighborhoods** by encouraging a variety of new housing similar in design to prominent or historic structures and using design guidelines to help them fit in.
- Encourage higher-density housing to maintain **Gig's single-family feel** by adopting smaller lot sizes, minimizing the bulky appearance of multi-family structures, and offering density bonuses in exchange for amenities.
- Encourage **adapting existing structures** for residential use through renovation incentives, fee waivers, or clean-up campaigns.
- Maintain a "no net loss" of **affordable housing** by discouraging demolitions, mitigating gentrification and displacement, and accommodating forecast population growth.
- **Accommodate households** and individuals of all occupations, incomes, and abilities by accommodating group housing, encouraging accessory dwelling units, and allowing the transfer of City-owned property for affordable housing.
- Support "fair share" housing allocations by requiring **affordable** units in subdivisions adopting more **flexible zoning** standards, encouraging conversion of blighted structures, and partnering with housing organizations.
- **Minimize direct costs** of housing construction by reforming policy to help reduce land costs and minimizing material and labor costs.
- **Eliminate incentives** to build large homes by minimizing pre-unit land values and retaining existing smaller houses.
- Minimize permitting and infrastructure **costs**.



Housing: Approaching the Puzzle

Our comprehensive plan update must tackle some challenging **housing objectives**, providing for an overall increase of 892 units between now and 2044. Additionally, the plan has to provide for as many as 567 housing units **affordable to every income segment** and **attainable to everyone**, regardless of race, culture, or social background. This compels us to look at our **policy documents** a bit differently, ensuring Gig Harbor is adopting policy and zoning consistent with what **state law requires**. This workshop has presented several types of **recommendations** for us to consider as we set up our policies. Use the table below to let us know what you think might **work in Gig**, and feel free to add your **comments**, too!



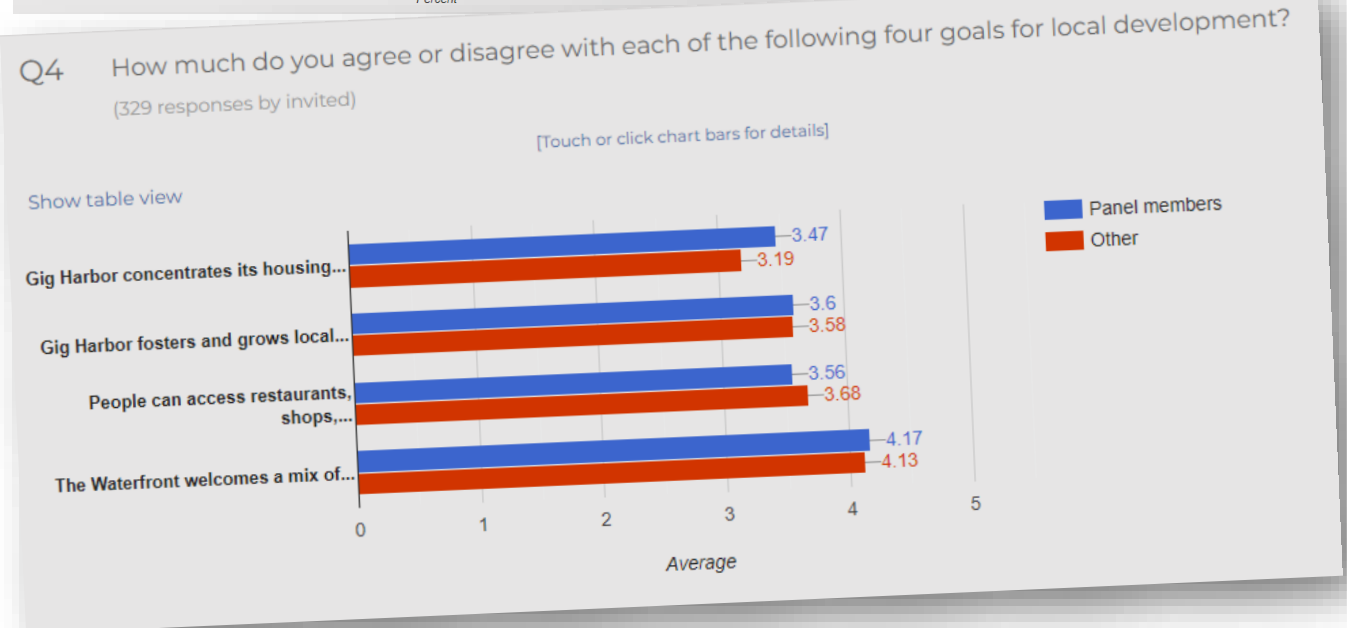
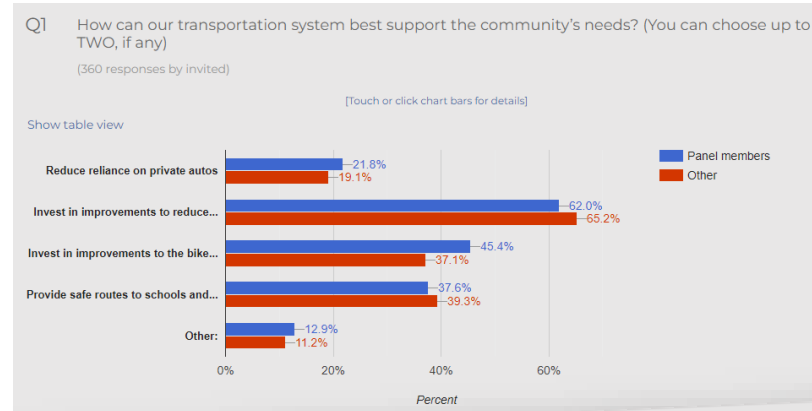
Idea	Yes!	Unsure	No!	Comments?
Revise zoning rules to permit greater housing intensity, even in single-family neighborhoods.				
Streamline and clarify permit processes - like conditional use permits - to speed application and approval.				
Upzone some R-1 and R-2 areas to R-3 and RB-2 to provide more land for higher-intensity housing.				
Adopt "inclusionary" zoning to require provision of more affordable housing.				
Employ incentives - like the multi-family tax exemption - to encourage construction of new housing.				
Relax ground-floor retail requirements in mixed-use zones, permitting housing at street level.				
Permit accessory dwelling units (ADUs) "by right" in all residential districts.				
Enact rules to limit short-term rentals and return units to rental pool.				

Other ideas?



FlashVote

- 377 responses
- Congestion chokepoints – 62.8%
- Bike/ped system – 43.3%
- Waterfront parking – 56.2%
- Waterfront mix of uses – 4.17/5.0
- Housing affordability:
 - Maintain scale and character
 - Permit wider variety of type



Policy Framework: Checklists

- Compliance
- Consistency
- Clarification
- Community response

Land Use

Item	GMA	PSRC	Notes
New section RCW 36.70A.142; new 2021-2022 legislation HB 1799: Development regulations newly developed, updated, or amended <i>after January 1, 2025</i> allow for the siting of organic materials (OM) management facilities as identified in local solid waste management plans (SWMP) to meet OM reduction and diversion goals. Siting must meet criteria described in RCW 70A.205.040(3). See also RCW 36.70.330. For applicability, see RCW 70A.205.540.	X		
Avoid increasing development capacity inconsistent with the Regional Growth Strategy in regional geographies not served by high-capacity transit (MPP-RCS-12)		X	
Coordinate with local, state, and federal agencies to identify underused lands such as surplus public lands or environmentally contaminated lands and: 1) promote infill or redevelopment in growth centers and existing neighborhoods in a manner that supports the Regional Growth Strategy (MPP-DP-4) and 2) develop strategies for cleaning up brownfield and contaminated sites (DP-Action-7)		X	
Support inclusive engagement to ensure land use decisions do not negatively impact historically marginalized communities (MPP-DP-8)		X	

Policy Framework: Analysis & Response

- Compliance
- Consistency
- Clarification
- Community response

Land Use

Ref.	Item	Notes
2.1.4.a.	Define and delineate boundaries between those areas which are capable of being provided efficient urban level services over the next twenty years and those areas which should remain rural or are not capable of being provided urban level services. To this extent, the City of Gig Harbor has identified an urban growth area of 2800 acres of unincorporated land surrounding the city and which is also defined on the Land Use Map.	Needs updating – and possibly review to affirm UGA strategy
2.1.5.a.	Determine the developable acreage within the urban area and determine population or land use holding capacities and service requirements of the proposed urban growth area.	May be redundant with 2.1.4.a. Possible to combine?
2.1.5.b.	Ensure sufficient residential capacity to accommodate 10,500 residents by 2030 within the 2010 city limits boundaries.	Population is already surpassed.
2.2.1.b.	Emphasize and protect area differences in architecture, visual character and physical features which make each part of the urban form unique and valuable.	Policy is vague.
2.2.1.c.	Define a variegated form which incorporates the newer, linear suburban types of development along SR-16 with the older, historical development pattern of the downtown area.	Policy is vague and may need review per new housing requirements.
2.3	Create and refine district definitions which allows for innovation and performance. Provide a control and review process that permits maximum design flexibility while meeting social and community needs for employment, housing, education and recreation. Provide for a range of residential densities which would accommodate the City's 2030 residential growth target of 10,563 within a broad variety of housing types and tenures.	Goal is too complex, with population target already exceeded.
2.3.3.a.	Expand residential districts and code definitions to allow a broad choice of housing types, locations and tenures.	Policy in sync with new laws but needs testing.

Considering Choices: Overall

Process context

- Considering choices
- Drafting the appropriate SEPA material
- Setting direction
- Committing to implementation

Next steps

- Vision
- Scenarios
- Policy options
- Community workshop (October)

Considering Choices: Vision

Next steps

- Vision
- Scenarios
- Policy options
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Areas along the harbor are accentuated in Gig Harbor, while also having **distinct neighborhood areas**. People are able to access services, restaurants, shops, work, parks, and gathering spaces by **walking or biking**, as **density is strategically increased**.

Multimodal transportation is prioritized in Gig Harbor, with an increased focus on public transit, safe cycling routes, and walkability. The **roads are less congested** for people driving through and around town, and EV charging stations are more readily available.

Gig Harbor prioritizes the establishment and **success of local small businesses by increasing walkability** and lessening dependence on cars in the downtown. Gig Harbor **makes use of underutilized commercial space** by providing incentives

for small local businesses to fill those spaces.

The Harbor is a vibrant place where residents, visitors, and boaters enjoy a **walkable waterfront where they can support local retail shops and services**. Waterfront services for boaters are prioritized, so that everybody near the Harbor has access to needed amenities.

Gig Harbor is recognized as a community where **local artists can flourish**, which is seen through the development of a performing arts center. Artists are recognized to play a crucial role in further **nurturing a “pride of place”** and identifying and preserving the City’s cultural heritage and history.

Considering Choices: Scenarios

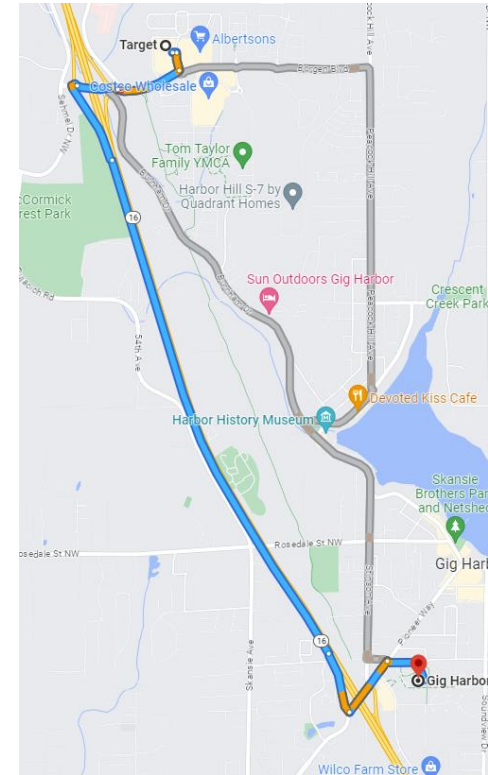
Next steps

- Vision
- Scenarios
- Policy options
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"Hometown Gig Harbor," where the emphasis is on families, kids ride bikes to school, Halloween is a thing, and folks who live here tend to know each other.

"Waterfront Gig Harbor," where the harbor prominently defines the community's identity and is a major economic, cultural, and civic powerhouse.

"Bedroom Gig Harbor," where folks live here but work elsewhere and travel to other places for a lot of their daily needs - like health care, recreation, or major shopping.



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	Hometown	Waterfront	Bedroom
Land use	Neighborhoods contain mixed density housing at a fine grain and commercial districts welcome customers on foot or bike. There is a focus on compactness and quality of experience.	New development intensity focuses on the water's edge, with housing, a thriving business scene, active harbor (leisure and commercial), and super-efficient development patterns.	Gig Harbor prioritizing adding residential units, fitting them in where possible in residential and commercial areas as duplexes, townhomes, condominiums, and apartments.
Transportation	Movement in town is slow, and people expect it to be that way because there are kids on bikes and interesting things to see along the streets.	Public transportation is key to waterfront activity, and there's little expectation to find convenient parking. Elsewhere, cars are a priority.	Most jobs are a freeway's drive away, so transportation investment focuses on SR-16 and, secondarily, trails and sidewalks to serve local families.
Housing	Gig builds more homes for young families, smaller <u>houses</u> and townhomes on smaller parcels.	The waterfront and View Basin grow, with new housing options and wider choices.	Single-family neighborhood gradually <u>add</u> new units, with individual householders creating new supply.

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Considering Choices: Transportation

- Technical assessment/network condition
- Model calibration
- Goals alignment
- System priorities





2024 Comprehensive Plan Periodic Update

Questions / Topics?