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Summary of Concerns/Questions Received from Boating Community

Topic	Question / Concern	Answers
California Coastal Commission (CCC) Slip Layout Compliance	1. In a letter dated 09.04.24, the CCC expressed concerns "...that certain smaller boats slips [e.g. 15 and 22 ft.] have not been included in the marina as identified on the final plans and required by the CDP. 2. DPBA analysis claims that the average slip size has increased from 32' to 33' and the revitalization will result in a net loss of 213 slips vs. CCC CDP 155.	The CCC is reviewing the current slip layout in connection with the required thirty-seven (37) 15 ft. slips in the East Cove and twenty-two (22) 21ft. slips in the East Island areas of the Marina. Dana Point Harbor Partners is actively communicating with CCC staff and the County is monitoring the progress. The new construction will still have a net loss of 155 slips. The marina site plans align with the plan approved by the CCC, incorporating minor changes such as the addition of an extra ADA ramp to Phase 1 and extending the gates into the walkway, as required by OC Development Services. Importantly, these changes do not alter the overall slip count or size. Further, OC Development Services inspects each phase of the marina construction for permit compliance prior to allowing occupancy. As specified in the approved CDP, the DPH revitalization will replace 2,409 slips with 2,254 slips. This will result in a reduction of 155 slips. This reduction is compliant with both the CDP and the LCP. Additionally, the average slip size length will be 32 feet, which also adheres to the LCP.

		Any deviations from the approved plan must be submitted to the Executive Director of the CCC for review to determine if a CDP amendment is necessary.
ADA Compliance	3. DPBA analysis indicates DPHP based their rationale for reducing the number of slips from 2,409 to 2,254 on ADA requirements. DPBA is stating that if the ADA requirement were followed (per the CA Dept of Boating & Waterways - 60" / 80' gangway) this would validate the reduction in overall slips and modification of the overall design. Their issue is that if 56 ADA slips require ADA, why was the entire marina reconfigured and 155 slips eliminated?	As specified in the approved CDP, the DPH revitalization includes the replacement of 2,409 slips with 2,254 slips. This is the proposed slip count and is not related to ADA requirements necessarily. Separate from that, the marina design does comply with the ADA. Per 2019 CBC, Section 11B-235.2, a total number of 25 accessible slips are required and 56 accessible slips have been provided throughout the projects which will be constructed through several phases. All accessible slips have 60" width. The ADA exhibit supplied to DPBA was approved by OC Development Services in March of 2023, and is included in the full set of approved plans. The proposed slip mix within the approved plans was 2,254 slips with an overall average length of 32'. The exhibit displays 56 ADA slips within the Marina and charter docks areas, with an additional 7 ADA slips at the fuel dock area for a total of 63 ADA slips which meets the requirements contemplated in the LCP.
Fire Suppression System	4. DPBA provided correspondence articulating the need for Class 2 fire suppression hoses on the new docks in the marina. Layout Designs Guidelines for Marina Berthing Facilities: Fire suppression systems on Marina Dock Systems: 2 categories: low volume, low pressure emergency for First Aid Capabilities and High Volume, High Pressure for Major Capabilities. The marina needs both of these systems installed on and below the Marina deck. At	The County received confirmation from Orange County Fire Authority that the Revitalization of the Dana Point Harbor Marina is compliant with all relevant fire codes and standards. OCFA also involved their San Juan Capistrano prevention field services arm during the design, field walk and plan review sessions. During the plan check/permitting process, OC Development Services communicated OCFA's comments to DPHP. DPHP worked directly with OCFA to address and resolve all concerns.



	least one strategically located device and one fire-call device needs to be on each dock section or marina basin as well.	Please note, building permits and certificate of occupancy will only be issued after final approval from OCFA.
Slip License Agreement Modifications in connection with Length Overall Measurement (LOA)	5. DPBA concerns over SLA corrections and Length Overall (LOA) definition being utilized to assess rates - DPBA recommendation to utilize registered LOA with US Coastguard as baseline for LOA measurement. Provided samples of LOA definition from Food & Agriculture Organization of the United Nations and Westlawn Institute of Marine Technology. The definition utilized is the length of the forwardmost tip of the bow to the aftermost end of the stern, but does not include railings, swim platforms, etc. (tip to tail).	Per the terms of the Maritime Wharfage Contract, slip fees are calculated based on the greater of the size of the slip or Length Overall (LOA). The LOA is measured tip to tip, including all extensions and attachments. Measuring Processing • Vessel LOA is determined using a 100' tape measure. • Two marina staff measure the vessel from tip to tip and record the LOA as measured. • Tenants are welcome to be present during the LOA measurement. Billing • If the LOA measured is determined to fit within the permitted LOA of the slip, the tenant is billed based on the greater of the slip size or vessel's LOA. • If the LOA measured is determined to be too large for the slip assigned, the tenant is notified and given the opportunity to reduce the vessel length, if possible. If they are unable to reduce the vessel length, the vessel is not permitted to remain in the slip. Remeasurements • If a tenant disagrees with the recorded measurement or if the vessel is modified later, they may contact the marina office for a remeasure. • If a remeasure is requested, the tenant is requested to be present.
Dock Boxes	6. Information supplied stating that SLA documents were adjusted in Nov. 2018 to remove dock boxes from the Slip definition. DPHP then made CCC permit application presentation in Sept. 2020	The Supervisor understands that dock boxes are seen as a valuable amenity by many boaters. However, it is important to note that the contract was signed in 2018, and the decision whether or not to install dock boxes is DPHPs, as the marina operator. After careful



	implying that the CCC made the determination that dock boxes were environmentally unfriendly.	consideration of the overall safety and aesthetics of the harbor, DPHP decided not to install dock boxes. This issue will not be revisited with DPHP. To address the need for additional storage, the marina is focusing on the development of boater service buildings. These buildings will include essential amenities such as rest rooms, sinks, showers, and storage facilities, providing boaters with convenient and practical options.
Slip Selection Process	7. DPBA requesting details on the wait list selection process. The Marina website (at the time of the original request) excludes the wait lists. DPBA requests that list be always accessible and updated monthly.	The Marina's waitlist is organized based on seniority, with slips being offered sequentially from the top of the list. For the most current waitlist information, please visit our updated website: https://themarinaatdanapoint.com/boat-slips-leasing/. Waitlist Protocol: 1. Slip Offers: • Slips are offered to individuals on the waitlist in seniority order. • If an offered slip is declined, the individual is removed from the waitlist and forfeits their deposit. • If an offered slip is accepted, the deposit is credited towards the slip deposit. 2. Repopulation: • The waitlist maintains a Slip Selection Seniority List, which prioritizes slip issuance based on how long a boater has been on the list. • When a new phase begins, marina staff will contact individuals on the Slip Selection Seniority List, sorted by slip size and seniority date. • At the time of contact, individuals may either select a slip from those available in the current phase or choose to defer their selection to a later phase.



		3. End of Selection Process: - Once all individuals on the Slip Selection Seniority List for a specific slip size have been contacted, any remaining slips may be offered to the waitlist. - Marina tenants with more recent seniority dates may be assigned a slip rather than choosing a specific location, if necessary, based on current slip occupancy.
Oversized / Undersized Boats	8. DPBA concerns about oversized and undersized boats. DPHP SLA's allow existing tenants to retain the flexibility to rent slips for both oversized and undersized boats, similar to their arrangements under the previous marina management company.	DPHP's Slip License Agreement (SLA) has guidelines regarding berth and vessel sizes. New tenants or existing tenants that have moved into a new slip must comply with the current policy, including adherence to the maximum allowable slip length. Existing tenants in unimproved slips (<i>have not yet moved into a new slip</i>) that are oversized or undersized can remain in place until they move into their new slip assignment. This is allowed only if their current slip location does not compromise safety, navigation, or the integrity of marina infrastructure.
\$10 Meter Service Fee	9. DPHP is charging slip holders who have secured a slip via the waitlist a monthly \$10 meter service fee consequences?	The \$10 fee not only provides tenants with high-speed Wi-Fi, but also contributes to the significant upgrades in the entire marina infrastructure. These enhancements include: - Smart meters: Providing real-time usage data for electricity and water, leading to more control for all tenants. - Safety features: Ground fault protection for everyone's safety and peace of mind. - Modernized experience: Overall improvements to the marina's functionality and efficiency, benefiting all boaters.



Guardrail Maintenance & IPE Material Concerns	10. Information presented regarding concern of the cost of the railing throughout the harbor. Presented information that IPE that is embedded in the wood of the guard rails has harmful chemicals that causes a multitude of health and safety problems. Concerns presented over the condition of the railing and what type of maintenance regimen will be incorporated.	Handrails in areas with new docks and slips are capped with IPE wood. IPE wood has a lifespan of more than 75-years due to its high-density and inherent natural preservatives. While yellow pine was also considered since it is frequently used in Marina development, it has a shorter lifespan and requires chemical treatment, which may leach into the water. The Marina at Dana Point conducts regular inspections of the docks and adjacent boardwalk areas. Any areas identified for repair, replacement, or preventative maintenance are promptly addressed. When the handrails reach the end of their useful life or inspections deem them beyond repair, they will be replaced. The Marina at Dana Point is reviewing the research material for IPE that was provided by the DPBA. The Marina will provide the County their maintenance schedules and procedures for the system.
Town Halls/Open Forum	11. Request for additional open forums for DPHP to answer questions and solve problems / boater's concerns	The Supervisor's team is working to schedule their next Town Hall with the Oversight Advisory Committee. The request for additional open forums has been relayed to the Supervisor and DPHP. The aim is to foster open dialogue and ensure that all voices are heard throughout the process. The most recent Town Hall occurred on 6/21/24.
Side-Tie Vessels & Related Power Pedestals	12. DPBA brought concerns to City & County staff that the installation of single meter pedestals for vessels at side tie locations for vessels 100'+ may have been solely done as method to collect higher rates. DPBA's seeking clarification – are there any areas that contemplated	The power pedestals in the side-tie and end-tie locations have a dual power distribution unit or a double-sided power pedestal, as detailed in the approved plans: https://d5.ocgov.com/dph-approved-plans). This set-up allows two vessels to be served by each pedestal. In theory, a side-tie location could accommodate multiple vessels in place of a single 100'+ vessel. However, these locations



	multiple power pedestals that have been replaced to accommodate larger vessels only?	are currently occupied by vessels that were assigned under the previous slip layout. The Marina has also confirmed that any vessels assigned to an end-tie in new layout were previously assigned to an end-tie in the old layout. The changes are responsive to ensure compliance with the CDP, LCP, ADA, and local development codes.
Waitlist Accuracy (Unique Entries Only)	13. DPBA and other boaters requested insight to the handling of the waitlist and requested a 3 rd -party audit of the waitlist.	The Marina at Dana Point has shared the most recent waitlist data as of 8/7/24. Of the 2,064 members listed, 340 members appear multiple times on the list, typically due to their interest in different slip sizes. If each member was to be counted only once, the total number of unique members would be 1,550. It's important to note that some members are interested in multiple boats/slips, such as a larger slip for their boat and a smaller slip for their dinghy.
Dinghy Policy & Enforcement	14. DPBA members and other boaters recommended to County that DPHP's dinghy policy needed official announcement of the handling and clarification on the enforcement of the dinghy storage policies as some boaters defy the rules why others pay to store theirs in small boat slips.	Dinghy storage behind boats is generally prohibited, except for securely attached dinghies that do not exceed the slip's maximum allowable length. For example, a 30-foot slip might allow a combined length of up to 33 feet for boat and dinghy. The Marina at Dana Point actively monitors and enforces these regulations to ensure compliance. <u>Dinghy Policy:</u> - Dinghies may be stored in the slip secured to the primary vessel provided the LOA (length overall) of the vessel and dinghy together measure equal to or less than the LOA permitted in the slip. - Dinghies that do not fit within the allowable LOA of the boat slip are not permitted to be stored in the slip with the vessel.



		- Dinghies stored behind boats in slips that do not fit within the allowable LOA of the slip create a hazard to safe navigation. - Boat US and Harbor Patrol are often unable to tow vessels in distress back to their assigned slips due to dinghies overhanging into the navigational channel. <u>Procedure for Enforcement of Dinghy Policy:</u> - Contact slip tenant by telephone and request the dinghy be removed within 3 days (72 hours). - Send a follow-up email requesting the dinghy be removed within 3 days (72 hours). - If the dinghy is not removed within 3 days (72 hours), one more phone call is made to let tenant know that the dinghy will be impounded in 24-hours. If still not removed within 24-hours provided, dinghy is impounded by marina maintenance with daily impound rates applicable.
Security Concerns	15. DPBA brought security concerns of the dock gates at new phases.	No specific security issues have been reported and the County has not received any incident reports. DPHP employs a dedicated security team for general oversight in DPH, 24/7 presence. This team consists of two security personnel, one guard conducts a roving motorized patrol to various checkpoints while the second conducts a foot patrol that require a checklist of items to be completed before moving on to the next checkpoint. If you observe any security concerns, please contact 911 to report them to local law enforcement. For non-emergency issues you can contact the Marina office at 949-496-6137. After-hours assistance, a live service is available outside of business hours.



Registration Enforcement	16. Boater questions received regarding enforcement procedures of vessel registration.	<u>Registration Enforcement Procedure</u> Section 19 Marina Wharfage Contract: <i>Registration/Documentation Proof.</i> • <i>A copy of the Vessel's state (D.M.V.) Registration or United States or foreign documentation must be on file in the Marina office, together with a current photograph of the Vessel.</i> • <i>Vessel Owner shall tender to the Marina on a yearly basis, with or without prior demand therefore, a true and correct copy of the Vessel's then current state registration, foreign registration, or federal documentation.</i> <u>Process for Obtaining Current Vessel Registration if Not Provided:</u> • Step 1 – Tenant is contacted by email with a request to provide evidence of current vessel registration. • Step 2 – Tenant is contacted by telephone to follow up email requesting evidence of current vessel registration. • Step 3 – Tenant is sent a letter by email and regular US mail requesting evidence of current vessel registration within 15-days. • Step 4 – Termination is issued for failure to comply.
Restroom Facilities & Maintenance	17. Boater feedback regarding restroom facilities and conditions	<u>Restroom Maintenance Protocol and Schedule</u> The marina has a total of 30 boater restrooms, with 15 designated for men and 15 for women. The restrooms are distributed across the 15 service buildings throughout the marina. Cleaning Schedule • Daily: Each restroom is professionally cleaned daily by a janitorial company hired by marina, with cleaning taking place



		every day of the week including Saturday and Sunday, between 8 AM and 5 PM. - Weekly: Showers are deep cleaned once a week. Maintenance Checks: Marina maintenance staff conduct daily inspections of boater restrooms, laundry rooms and common areas around each service building. These checks include: - Cleanliness. - Clogged toilets/toilets in disrepair. - Proper drainage in sinks/showers. - Functioning partitions. - Sufficient supply of paper towels, soap & toilet paper. - Functioning lights/timers. - Functioning fans. - Debris. - Graffiti. Items identified as requiring repair are fixed right away or scheduled for repair, as necessary.
Sea Lion Deterrent Handling	18. Concerns have been raised about the sea lion deterrent methods used in the harbor. Protecting personal property is a priority, however, there is also concern among animal rights groups about the safety of the animals.	Active Animal Deterrent Measures To prevent animals from destroying the docks and vessels, the marina employs several active deterrent methods which include: - Plastic Buckets - PVC Fencing - Noise/Light Deterrent - Biodegradable gel pellets Currently, the marina is using biodegradable gel pellets, a method recommended by the CA Department of Fish and Wildlife and acceptable on the federal level through NOAA (National Oceanic and Atmospheric Administration) as a suitable deterrent for seals & sea lions. CEO Real Estate is working with Harbor Patrol and OC Parks to establish biodegradable gel pellets as the approved deterrent method at



		Dana Point Harbor, which will require a resolution approved by the Orange County Board of Supervisors. If approved, use of this method will be limited to Marina staff as part of their deterrent duties and exclusive to Dana Point Harbor.
Sublease Waitlist & Enforcement	19. Concerns raised from boaters regarding sublease waitlist accuracy and requests for enforcement of tenants defying rules (bypassing the waitlist via Craigslist as a secondary market or arbitrage of a slip).	Subleases are temporary slip rentals available to marina tenants who are temporarily absent due to repairs, cruising, or selling their boat. The Marina maintains a sublease waitlist to assign these opportunities fairly. Subleases are typically 90-days to 1 year long and require marina approval. While subleases can be beneficial for boat buyers seeking temporary slip rentals, the Marina strictly prohibits private sublease arrangements and enforces a zero-tolerance policy for any unauthorized use of slips.
Ph. 5 – Dock Navigation Distance Issue	20. DPBA and boaters raised concerns about the distance between the newly constructed Ph. 5 docks (West Cove) and the OC Sailing and Events Center Docks.	<u>Short-Term Solution:</u> • Temporary Dock Removal: To ensure safe navigation for vessels in the area, a three-dock finger section has been removed from Phase 5 docks (Dock W1) in collaboration with The Marina at Dana Point/Bellingham Marine and local user groups. <u>Long-Term Solution:</u> • Comprehensive Dock Upgrade Plan: A plan is currently being developed to upgrade the docks and other facilities at the OC SEC. This plan will address user needs at both the OC SEC and neighboring Marina at Dana Point docks, ensuring the new docks are safe, accessible, and suitable for all harbor activities. • Proposal for Additional Funding: A proposal is being developed to assist OC Parks in upgrading and funding the OC SEC docks. This initiative aims to enhance the harbor and address the navigation



		issue. DPHP to present the concept to the Supervisor later in the year.
Slip License Agreement (SLA)	21. Concerns raised regarding the slanderous comments language added within section 12 (Noise and Conduct) of the Marina Rules and Regulations attached to the Slip License Agreement (SLA) (also referred to as the Wharfage Agreement).	The addition of the “slanderous comments” language to the SLA adds a legal qualifier on the prior language. “Slander” is a legal term that is a type of defamation defined as making false or malicious statements that cause harm or damage to another party's reputation, and is also a civil tort. Slander is a form of defamation that includes false statements of fact that harm another's reputation. Slander includes false statements “orally uttered.” Ever since <u>New York Times v. Sullivan</u>, 376 U.S. 254 (1964), the U.S. Supreme Court has limited one's ability to recover damages for slander under the First Amendment. That is, a higher level of protection of speech applies to people whose statements are aimed at a public official's reputation (“actual malice” or reckless disregard for the truth must be proven) while private citizens receive greater protection of their reputation, and the First Amendment affords less protection to one's freedom of speech. In California, slander is actionable pursuant to Civil Code Section 46, whereby false, unprivileged verbal statements are made which cause actual damage to another person's reputation. The prior approved SLA read that causing harm to the DPHP's reputation shall be cause for immediate termination of the SLA, while the language in the new wharfage agreement says it may result in immediate termination, which is not significantly different from the original terms since both address that reputation harm would or could result in termination. The new language became more flexible when it changed “shall” to “may”, indicating termination is not automatic but instead determined on a case-by-case basis as to whether slander actually occurred.



		Such conduct, if proven, would likely have justified termination under the original agreement, as it is legally permissible to prohibit slander, libel, and defamation. This conduct is prohibited already by law, and even if the original SLA did not explicitly include language regarding slander, it was already subject to legal standards governing defamation. Such prohibitions are not unconstitutional. In addition, social media apps like Facebook do not allow defamation/slander, because it is destructive and a civil tort. See here for reporting defamation on FB and here for reporting on Instagram. Additionally, the County is not aware that this clause has actually been put into practice, but we will continue to monitor its application, if any.
Waitlist	22. How are the waitlist funds being used?	Deposits are held in a non-interest-bearing account and are used exclusively for slip selection. If a slip is offered and accepted, the deposit is applied to the slip deposit. If a slip is offered but not accepted, the applicant is removed from the waitlist and the deposit is forfeited. Once the waitlist deposit is applied to a slip, it becomes a part of the slip deposit, and it is refundable or applied to any unpaid balance due once a vessel has vacated the slip.

