

Introduced by Commissioner Commissioner Max Bingaman

AN ORDINANCE AMENDING ORDINANCES NOS. 685-A, 621-A, AND 715-A TO INCREASE THE PRESENT MOORAGE RATES IN THE WARRENTON MOORING BASIN, TO INCREASE THE DAILY ELECTRICITY RATE FOR TRANSIENT BOATS OVER 45 FEET, AMENDING THE BASIN RULES AND REGULATIONS, SETTING MAY 1st AS DUE DATE FOR ALL ANNUAL MOORAGES ON A, B, C, G, AND H FLOATS, AND SETTING SEPTEMBER 1st AS DUE DATE FOR ALL ANNUAL MOORAGES FOR COMMERCIAL BOATS ON F, M, AND N FLOATS:

The City of Warrenton Ordains as follows:

Section 1: Section 1 of Ordinance No. 685-A is hereby amended to read as follows:

"Section 1: The charges which shall be paid by all users of the mooring basin of the city of Warrenton shall be assessed according to the over-all length of each vessel as follows:

Yearly rates shall be \$6.50 per foot, with a minimum of \$162.50 per year.

The rate for each month shall be one-third of the annual rate.

Daily rates shall be charged for periods of less than a month, according to the following schedule:

25 to 30 feet	\$2.50	+	.80	electricity
31 to 35 "	3.00		"	"
36 to 40 "	3.25		"	"
41 to 45 "	3.50		"	"
46 to 50 "	3.75		1.00	"
51 to 55 "	4.00		"	"
56 to 60 "	4.25		"	"
61 to 65 "	4.50		"	"
66 to 70 "	4.75		"	"
71 to 75 "	5.00		"	"
76 to 80 "	5.25		"	"
81 to 85 "	5.50		"	"

Section 2: All provisions of Section 1 of Ordinance No. 685-A, passed March 5, 1980, are deleted in favor of the provisions set forth in Section 1 above.

Section 3: Yearly moorages for all boats berthed on A, B, C, G, & H Floats shall be due May 1st for the following year, and shall be past due on the 15th day of May, at which time the City may reassign the berth. Commencing in 1982 all rental agreements for boats berthed on A,B,C,G, & H Floats will terminate on April 30th of each year.

Yearly renters arriving after May 1st and present renters whose rental expires after May 1st shall have their rental pro-rated according to the percentage of the year that remains before the following May 1st.

Yearly renters already in the basin whose rental expires prior to May 1st, 1982, will at the time their present lease ends, pay for that percentage of the year remaining until May 1st, pro-rated on the basis of the new rates. This shall be due at the time their present lease ends. These renters shall then owe the full yearly fee on May 1, 1982.

Section 4: Yearly moorages for all commercial boats berthed on M, N, and F Floats shall be due September 1st for the following year, and shall be past due on the 15th day of September, at which time the City may reassign the berth. Commencing in 1982 all rental agreements for commercial boats on M, N, & F Floats shall terminate on August 31st of each year.

Yearly renters arriving after September 1st and present renters whose rental ex-

pires after September 1st shall have their rental pro-rated according to the percentage of the year that remains before the following September 1st.

Yearly renters already in the basin whose rental expires prior to September 1st, 1982, will at the time their present lease ends, pay for that percentage of the year remaining until September 1st, pro-rated on the basis of the new rates. This shall be due at the time their present lease ends. These renters shall then owe the full yearly fee on September 1, 1982.

Section 5: Rules and regulations governing the use of the Warrenton Mooring Basin shall be as follows:

1. The City is authorized to at any time board any vessel moored in the basin for the purpose of placing notices and securing the boats to the dock if necessary.
2. The City of Warrenton will not be responsible for any loss, damage or theft of private property by third persons. In renting space for moorage the City retains no control over the vessels or any property on or about the vessels or upon the floats. Any person mooring his vessel at the City of Warrenton facilities assumes any and all risk for damage, loss or theft, including vandalism. The City of Warrenton provides no watchman nor supervision of moored vessels as any part of its service to the public and the patrons of the Port.
3. The City does not accept any boat moored for storage, and shall not be held liable in any manner for the safe keeping or condition of same, and is not responsible therefore as a warehouseman, it being understood that the relationship between the parties is simply that of landlord and tenant and it is further understood and agreed between the parties that the City will not be held responsible or liable for any damage or loss to, or of, the said boat, its tackle, gear, equipment, or property either upon said boat or upon the premises of the City, from any cause whatsoever, or for injury to the lessee or invitees occasioned by any cause upon the City premises or adjacent thereto.
4. Moorages cannot be assigned, sublet, transferred or loaned unless approved by the Harbormaster.
5. All boat owners or operators entering the basin area shall promptly comply with all directions or instructions issued or given by the City with respect to the movement of their boats or otherwise. Noncompliance shall entitle the City to require the immediate removal of the boat from the basin area.
6. Boats may be removed or berths reassigned by the Harbormaster for the protection of the life or property or proper and full utilization of the facility. Any vessel which, in the opinion of the Harbormaster, is in danger of sinking or is a hazard to other vessels or the premises, may be removed forthwith, with all expense and risk of loss or damage for the account of the vessel's owner; or if pumping is necessary to maintain floatation, or should the Port be obliged to render salvage services to any vessel, the costs thereof shall be for the account of the owner.
7. Docks and floats must not be obstructed by, or used as a storage area for, tools, equipment, gear, etc.
8. Boats when unattended, must be securely moored with stern, bow and spring lines. Three or more lines are required. Any boat causing damage to floats or docks as a result of being improperly moored will be liable for the cost of repair of such damage.
9. Posting of signs for the sale, charter or rental of boats while in moorage is allowed, but is subject to prior control and approval by the City.
10. Pumping bilges is not permitted in harbor. The pumping of bilge oil or bilge waste will result in loss of moorage, plus cost of clean-up.
11. Electricity will be provided for those making application and complying to the rules governing electrical usage as set forth in Ordinance 479-A as amended by

Ordinance 619-A and in Ordinance 715-A (covering non-metered rates for transient boats) and in conformity with the following additional regulations:

- a. Said written applications shall show the dates requested for service; transients must also disclose termination date.
- b. A \$3.00 service fee shall be charged for any service call made necessary by the customer.
- c. After the 15th of billing month, if the account has not been paid in full a 50¢ collection charge per delinquent month shall be collected. If not paid on or before the 15th of the third month, the electricity shall be shut off. Payment in full will then be required in order to resume service.
- d. Applicant must maintain a lock on his meter box at his expense to prevent usage by others. Applicant shall agree to be responsible for all usage shown on the meter from whatever source and assumes all risk of improper and unauthorized usage.
- e. Both moorage and electrical applications must be in the same name. One individual registered with the City will be held responsible for all accounts including both berth charges and electrical charges and all contracts or payments to be so made until a written request is received by the City to terminate future responsibility.

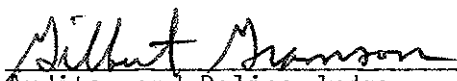
12. Special parking by permit for M & N Floats will be provided only for commercial boats.
13. In the event action, suit or other legal proceedings is necessary by the City to enforce its rights including collection of rates or charges or other amounts due herein, the City shall be entitled to recover reasonable attorneys' fees including those incurred on appeal in addition to its costs and disbursements.
14. All users of the City of Warrenton moorage, including but not limited to all tenants thereof and applicants for either electrical or moorage herein agree to indemnify and hold the City of Warrenton, its agents, officers and employees harmless from any and all claims, complaints or demands of whatever nature, whether negligent or non-negligent arising out of their use of the City's premises. They further specifically agree to pay the reasonable costs of defense of all such claims, complaints and demands, whether groundless or not, and the City shall have the right to control such defense and select the attorney to conduct such defense. The claims shall include loss from fire, theft or vandalism and include injury to or death of any person or persons or loss or damage or injury to any property from any cause whatsoever.
15. Each berth-holder must inform the City in writing immediately of any change of boat moored in his stall and must include size, name, and registry number of boat.
16. The use of the service dock will be limited to the time that is required for the work to be done. Nets and debris must not be left on the dock when no work is being done, as the dock must be made available for others who wish to use it, and for fire trucks or other emergency vehicles.
17. If any article, section, subsection, subdivision, phrase, clause, sentence, or word in this ordinance shall for any reason be held invalid or unconstitutional by a court of competent jurisdiction, it shall not nullify the remainder of the ordinance, but shall be confined to the article, section, subdivision, clause, sentence or word so held invalid or unconstitutional.

Passed by the City Commission of the City of Warrenton, Oregon this 16th day of December 1981.

Examined and approved by the Mayor of the City of Warrenton this 16th day of December 1981.

  
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Mayor

ATTESTED:

  
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Auditor and Police Judge