

ORDINANCE No. 764-A

Introduced by Commissioner Jerry E. DONEY

AMENDING ORDINANCE No. 764-A TO REVISE RULES AND REGULATIONS FOR MOORING BASINS

The City of Warrenton ordains as follows:

The following rules and regulations pertain to all moorages operated by the City of Warrenton:

Section 1. BERTHAGE:

Vessels desiring to berth must apply to the harbormaster/agent at the basin. The agent will assign berths upon receipt of advance payment of moorage, either daily, monthly or yearly. Vessels will be restricted to use berths assigned by agent. Any vessel not assigned berthage shall be subject to restraint or removal for trespassing. The city reserves the right to refuse moorage to any vessel whose owner has failed to pay the amount charged or to abide by basin rules and regulations.

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 property on vessels or floats. Any person mooring at the basin assumes any and all risk for damage and loss, including vandalism. The city does not provide a watchman or supervision of moored vessels.

The city is authorized to board any vessel moored in the basin for the purpose of placing notices or securing vessels to dock. Berthage includes only use of moorage space along the float, access for supplies along the walkway/dock and limited use of the float adjacent to the vessel's berth for minor repairs. Such repairs must not interfere with other users of the float or constitute any hazard to person or property. Failure to comply with this provision shall place responsibility for loss or damage upon the owner of the vessel.

Section 2. BERTH ASSIGNMENT:

A paid, assigned berth shall not be transferred or assigned to any person other than the City of Warrenton or its agent.

Vessels are permitted to moor in only their own stalls or that assigned/sub-let by the harbormaster.

A tenant may give written permission to the harbormaster to assign his stall when vacant.

Section 3. RATES:

All vessels will be charged at the rate in accordance with applicable city ordinances. The rate shall be based on overall length across deck, bow to stern, including outrives, outboards, bowsprits, fish boxes and splashboards; anchors not included.

Section 4. BILLING PERIODS:

Yearly moorages will be billed fifteen (15) days in advance of moorage due for the following year. If moorage is unpaid and there is no response within the 30-day period, berths will be made available to new renter. (No holding of rental space)

- A. Pleasure vessels - 1 May through 30 April (12 months)
- B. Commercial vessels - 1 September through 31 August (12 months)

Section 5. ELECTRICITY:

Electricity will be provided for those making application and complying with all appropriate regulations and conforming to the following:

- A. Written applications shall show the dates requested for service. Temporary users must also disclose termination date.
- B. A \$3.00 service fee will be charged for any service call made necessary by the customer.
- C. After the 15th of the billing month, if the account is not paid in full, a 50¢ collection charge per delinquent month shall be collected. If unpaid 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. The applicant must maintain a lock on his meter box, at his expense, to prevent use by others. Applicant shall agree to be responsible for all usage shown on his meter, from whatever source, and assume all risk of improper and unauthorized usage. When ordering electricity off, user is required to remove his lock so a city lock can be placed on the meter.
- E. Both moorage and electrical applications must be in the same name. The applicant(s) registered with the city will be held jointly and severally liable for all accounts, including both moorage and electrical charges. All contacts or payments must be made in the name of applicant.

Section 6. STORAGE OF MATERIAL AND FENDERING:

Storage of materials, fishing gear or fenders will not be permitted on floats or approaches. No fenders may be attached to the floats.

Section 7. ANIMALS:

No uncontrolled animals shall be allowed on floats.

Section 8. POLLUTION CONTROL:

All refuse, garbage and debris must be deposited in the shoreside dumpster. Nothing shall be dumped into basin waters.

At no time shall oil, gas or oily bilge water be deposited or discharged in basin waters. Dumping or discharging of oily waste into basin will result in immediate loss of moorage, with the cost of clean-up to be paid by the vessel owner and/or those responsible.

Section 9. OWNER'S RESPONSIBILITY: All vessel operators shall comply with all ordinances, rules and regulations of the city. Violations shall result in termination of the moorage space.

Unattended vessels must be securely moored with stern, bow and spring lines. The owner of any vessel causing damage to basin facilities is liable for the cost of repairs.

Speed of vessels -- The operator of each vessel shall be responsible for its wake and shall not operate in excess of three (3) nautical miles per hour within the basin.

Sale or transfer of vessel -- The harbormaster shall be notified at the time of any transfer of ownership of any vessel berthed within the mooring basin.

Section 10. F-FLOAT:

These regulations specifically apply to all moored on F-Float, in the Warrenton Municipal Basin, Warrenton, Oregon.

BERTHAGE: Owners of vessels assigned berths on F-Float shall conform to the following:

1. Vessels will use cleats for mooring lines.
2. The pilings at berths are not to be used for permanent tie-up.
3. Mooring lines shall be of quality to adequately hold vessel to berth during periods of high winds.
4. Spring lines will be used to prevent vessel surge.
5. Mooring lines secured permanently to cleats when not in use will be coiled on float when vessel is out of berth.

FLOATS: The finger and main floats will be kept clear of debris. NO STORAGE OF MATERIALS IS ALLOWED.

SERVICE DOCK: Use of the service dock may be restricted to vessels that have moorage at the Warrenton City mooring basin.

1. The service dock shall not be used for more than three consecutive hours in any 24-hour period without prior approval of the harbormaster.
2. The service dock will be used in a manner not to interfere with normal traffic.
3. The dock and moorage approach must be cleared for use for emergency vehicles at all times.
4. The service dock will not be used for parking. Limited parking for off-loading/loading of supplies is allowed.
5. Vessels using service dock will be responsible for cleaning area when work is completed. Should city have to clean the area, a charge will be levied against the boat owner at a rate determined to be fair and equitable by the harbormaster.
6. Vessels needing to pull drag wire off drums and using the basin dike road will use fairlead blocks for wire and not power poles for this type of work. Basin roads will not be used from May through September.

PARKING LOTS AND PARKING: The city provides a separate parking lot for commercial boat owners and crew which is to be used for all extended parking. 30-minute parking is allowed on the west side of the dike approach road to the service dock; no parking is allowed on the east side. Violators may be ticketed for illegal use or overtime parking.

Net repair is allowed on the large parking lot east of the main basin from October through May. All debris must be cleaned up on completion of work.

BOAT GARBAGE: A dumpster is provided at the approach to the service dock. No oil, wood, wire or steel is to be deposited in the dumpster. Oil drums adjacent to service dock is for water-free waste oil disposal.

ELECTRICITY: Vessel owners requesting power will be required to furnish their own 30-amp adapter/connector. The 20-amp adapter/connections will not fit the 30-amp plugs.

No wiring may be made direct to the meter box other than through the adapter. Sufficient slack shall be left in the shore power line to allow the vessel normal movement without placing strain on power stands. Any damages to the stands deemed fault of vessel shall be charged to its owner.

GENERAL: During periods of inclement weather and high winds, basin installation is checked by the harbormaster for problems. Inspection is made for condition of pilings, floats, pier and cleats. VESSELS IMPROPERLY MOORED PLACE AN UNEVEN STRAIN ON THE ABOVE. Should damage to installation be caused by a vessel due to improper mooring, the owner will be required to pay cost of repair.

SERVICE DOCK HOIST: The service dock hydro-hoist has a safe working capacity of 3,000 lbs. (short boom), and 2,250 lbs. with the boom extended. This hoist is operated by the harbormaster.

Minimum Charge - \$10.00

\$10.00 per hour

\$.10 per crab pot

\$.01 per product pound

Small, single deliveries of seafood may be unloaded by arrangement through the harbormaster. The service dock is not intended as a commercial fish-receiving station.

USE OF SERVICE DOCK: Vessels shall be moored to dock with sufficient slack in the lines to accommodate tides. Repair of damage to the dock through the fault of vessel movement due to improper mooring will be charged to the vessel owner.

Section 11. GENERAL RULES: The City of Warrenton does not accept vessels for storage; shall not be liable in any manner for the safekeeping or condition of same. The relation between parties is simply that of landlord and tenant. The city or its agent is not responsible for any damage or loss to the vessel, its equipment or property, either upon said vessel or upon the premises of the basin, from any cause whatever; or for injury to the tenant or invitees occasioned by any cause, upon the mooring basin premises.

All users of the City moorage, electricity and facilities, 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 out of their use of the City of Warrenton premises. Users further specifically agree to pay 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, vandalism and injury to, or death of, any person or persons, or loss or damage or injury to any property, from any cause whatsoever.

In the event action or other legal proceedings are necessary by the city to enforce its rights, including collection of any charges due herein, the City shall be entitled to recover reasonable attorneys' fees, including those incurred on appeal, in addition to costs and disbursements.

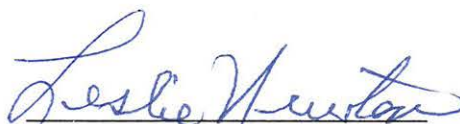
Any vessel which, in the opinion of the City, is in danger of sinking, has sunk or is a hazard to other vessels on the premises, may be removed forthwith, at the sole expense and risk of the owner of said vessel and without liability on behalf of the City or its agents. Should the City or its agents be obliged to render salvage services to any vessel, the costs thereof shall be charged to the account of the vessel's owner and shall be due and payable to the City within thirty (30) days of mailing notices of said billing to owner.

If any article, section, subsection, subdivision, phrase, clause or word in this ordinance shall, for any reason, be held invalid or unconstitutional by any court of competent jurisdiction, it shall not nullify the remainder of the ordinance but shall be confined to the article, section, subsection, subdivision, clause, sentence or word so held invalid or unconstitutional.

Section 12. **TERMINATION:** Any renter who violates any condition of the basin rules and regulations shall be subject to losing his rental privileges and to eviction, after being given 10 days notice. If the owner fails to remove the vessel, the City may restrain or move said vessel to another location at the sole expense and risk of its owner, and without liability on behalf of the City or its agents. If any vessel is not removed by the owner or his agent within sixty (60) days of termination of rental agreement with the City, the vessel shall be considered abandoned and subject to public auction upon proper notice.

PASSED by the City Commission of the City of Warrenton, this 4th day of June 1986.

APPROVED by the Mayor of the City of Warrenton, this 4th day of June 1986.


Mayor

ATTEST:


City Manager/Auditor