

ORDINANCE NO. 985-A

Introduced by Commissioner Leslie Newton
ESTABLISHING MOORING BASIN RULES AND REGULATIONS AND REPEALING
ORDINANCE NOS. 479-A, 528-A, 619-A, 621-A, 622-A, 650-A, 685-A, 715-A, 747-A,
751-A, 754-A, 765-A, 766-A, 780-A, 781-A, 789-A, 794-A, 806-A, 818-A, 845-A, 959-A;

The City of Warrenton, Oregon, ordains as follows:

Section 1. **DEFINITIONS**

- (1) Tenant: The owner or owners agent of any vessel moored in the City of Warrenton's mooring basins pursuant to a moorage agreement.
- (2) Gender: As used in this ordinance, the singular includes the plural and masculine includes the feminine.
- (3) Transient: Any vessel staying in mooring basins that is not a registered annual tenant.
- (4) Mooring Basins: The Warrenton and Hammond mooring basins and such additional City property as is used for dry land storage of vessels, equipment and gear.

Section 2. **BERTHAGE:**

- (1) Owners of 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 annually. Vessels will be restricted to use of berths assigned by the 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 Harbormaster may enforce the laws, rules, regulations and ordinances covering usage of the city mooring basin and small boat launching area. Conduct by a tenant or his/her visitors that may cause injury to any person or damage to property shall be cause for immediate removal of the vessel or person(s) involved.
- (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 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 for supervision of moored vessels.
- (3) The city is authorized to board any vessel moored in the basin for the purpose of placing notices, securing vessels and insuring integrity of the vessels. 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.

Section 3. **BERTH ASSIGNMENT:**

- (1) Vessels are permitted to moor in only their own stalls or those assigned /sublet by the Harbormaster. Anyone moored in a non-assigned berth shall be charged the current daily transient rate until the vessel is moved.
- (2) Moorage or berthing spaces shall not be sublet, transferred or used by more than one tenant without prior written approval of the Harbormaster.
- (3) The City of Warrenton retains the right to assign berthage to transient vessels in any unoccupied slip available.

(4) Vessels may be reassigned berthage by the Harbormaster for the proper and full utilization of the basin.

Section 4. **RATES & ASSIGNMENT OF BERTHS:**

(1) The assignment of berths and moorage rate quotations are the responsibility of the Harbormaster.

(2) All vessels will be charged at the rate provided by city resolutions. The rate shall be based on overall length across deck, bow to stern, including outdrives, outboards, bowsprits, fish boxes and swim platforms; anchors are not included.

Section 5. **LAUNCHING RAMP:**

All boats utilizing the launching ramps will pay a fee set by resolution. Floats on either side of the ramp will be used for launching and recovery of boats only. No long-term tie-up will be permitted. Boat owners desiring to use the ramp for loading or unloading of nets, crab pots or supplies will pay the fee as required and load or unload only at times of minimal sport boat launching and recovery.

Section 6. **BILLING PERIODS**

(1) Annual moorages will be billed fifteen (15) days in advance of due date for the following year. If moorage is unpaid and there is no response within the subsequent 15 day period, berths will be made available to a new tenant.

(a) **Pleasure vessels:** 1 May through 30 April (12 months)

(b) **Commercial vessels:** 1 September through 31 August (12 months)

(c) **Transient moorage:** All transient moorage fees must be paid in advance. It is the responsibility of the vessel owner/operator to determine the number of days moorage will be required. No refunds will be made if the vessel is voluntarily removed prior to the expiration of paid transient moorage.

(2) The Harbormaster will assign moorage space for each transient vessel and only that space will be used. Violation will result in charging as described in Section 2.1.

(3) In the event the Harbormaster orders a vessel removed from the marina, a refund will be made equal to the fee paid for unused full days.

(4) Transient moorages are subject to space availability and to any other conditions that would create safety hazards to persons, other vessels or public property.

(5) After the 20th of the billing month, if an account is not paid in full or a payment plan is not adhered to, a \$2.50 collection charge per delinquent month shall be collected.

Section 7. **ELECTRICITY**

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

(1) Tenants shall show the dates requested for service. Transient users must disclose termination date and pay daily rates in advance. Rates will be set in accordance with P.U.C. order number 33 as amended.

(2) The tenant shall maintain a lock on his meter box, at his expense, to prevent use by others. The tenant 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 turned off, a user is required to remove his lock so that a city lock can be placed on the meter.

(3) Vessel owners requesting power will be required to furnish their own connector. No wiring may be made direct to the meter box other than through the adaptor. Sufficient slack shall be left in the shore power line to allow the vessel normal movement without placing strain on power stands.

(4) Tampering with the meter box/electric hardware may be grounds for eviction.

Section 8. STORAGE OF MATERIAL AND FENDERING:

No fenders, tires, nameplates or signs will be fastened to the walkways or finger floats unless approved by the Harbormaster. No person shall place, or allow to be placed, gear, nets, boat parts, crab pots or other items that in the opinion of the Harbormaster shall cause damage to the facility or create a hazard to persons using the facility. When the vessel is out of the berth, mooring lines secured to cleats shall be coiled on float.

Section 9. ANIMALS:

No uncontrolled animals shall be allowed on floats or within the marina. Owners are responsible for clean-up of their pets while at the basin. No animals shall be allowed in the restrooms or the showers.

Section 10. POLLUTION CONTROL:

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

(2) No oil, gas, oily bilge water or sewage shall be deposited into the basin waters. Dumping of oily waste or sewage will result in immediate loss of moorage, with the cost of clean-up to be paid by the vessel owner and/or those responsible.

(3) Refueling of vessels within the confine of the basin is prohibited.

Section 11. OWNER'S RESPONSIBILITY:

(1) Vessel operators shall comply with all ordinances, rules and regulations of the city. Violations may result in termination of the mooring space.

(2) Unattended vessels shall be securely moored with stern, bow and spring lines. The owner of any vessel causing damage to basin facilities may be liable for the costs of repairs.

(3) The operator of each vessel shall be responsible for its wake and shall not operate in excess of five (5) nautical miles per hour within the basin.

(4) The Harbormaster shall be notified at the time of any transfer of ownership of any vessel berthed within the mooring basin.

Section 12. SERVICE DOCK:

(1) Use of the service dock may be restricted to vessels that have moorage at the Warrenton municipal basin. The hoist area will be used only for net & gear removal or placement. The main face of the pier will be used only for the loading & off-loading of supplies & equipment and will have a 24 hour limit during any 48 hour period. The NE face of the pier will be designated as a minor repair slip and will be limited to ten consecutive days. Usage will be charged by the rates as set forth by city resolution.

(3) The service dock shall be used in a manner not to interfere with normal traffic.

- (4) The dock and moorage approach shall be cleared immediately for use by emergency vehicles.
- (5) Parking is limited to a maximum of one hour on the service dock and will be permitted only for loading and off-loading of supplies and equipment.
- (6) Vessels using the service dock shall be responsible for cleaning the area when work is completed. Should the 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.
- (7) Vessels needing to pull drag wire or repair nets shall have approval of the Harbormaster before using the basin dike road or parking area.
- (8) The hoist and service dock may be used with permission of the Harbormaster. Usage will be charged by the rates as set forth by city resolution. The city accepts no liability for either damage caused to vessel, personal injury or equipment while using the hoist.
- (9) Vessels shall be moored to the dock with sufficient slack in the lines to accommodate tides. Repair of damage to the dock through fault of negligent operation or vessel movement due to improper mooring may be charged to the vessel owner.

Section 13. **PARKING LOTS AND PARKING:**

- (1) The city provides a separate parking lot for commercial boat owners and crew which is to be used for all extended parking. Thirty-minute parking is allowed on the west side of Heron Avenue, no parking is allowed on the east side. Violators may be ticketed for illegal use or overtime parking.
- (2) Recreational tenants are allowed one parking space per vessel. Additional vehicles must use public parking as available. At no time will the marina parking lots be used for storage of vehicles or trailers. All vehicles parked in the marinas must be operable and have current registration.

Section 14. **GENERAL RULES:**

- (1) During periods of inclement weather and high winds, basin installation is checked for visible problems. Inspection is made for condition of pilings, floats, piers and cleats. Should damage to installation be caused by a vessel due to improper mooring, the owner may be required to pay the cost of repairs.
- (2) The City of Warrenton does not accept vessels for storage and shall not be liable in any manner for the safekeeping or condition of vessels. The relationship 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, upon the mooring basin premises
- (3) 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 such 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 to any property from any cause whatsoever.
- (4) 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. "Hazard" is defined as fire, explosion, gas leak or unsecured vessel. 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 the owner.

5) All vendors, contractors and suppliers must register with the Harbormasters office prior to proceeding with any work or deliveries at The City of Warrentons Municipal Basins. In addition, all vendors, contractors and suppliers must possess a valid City of Warrenton Business License.

Section 15. **TERMINATION:**

The City reserves the right to summarily terminate any agreement for moorage space and any rights of Tenant or Tenants assignees, sub-lessees or transferee, and evict any vessel upon learning of: Tenant's violation of applicable Federal, State or Local laws, statutes, ordinances, rules or regulations; Tenant's sale or transfer of his vessel without notifying the City; Tenant's attempted assignment, sublease or other transfer of moorage space; or Tenant's charging any other person any money or other consideration for the use of the subject moorage space.

Section 16. **DEFAULT:**

(1) A Tenant shall pay fees owing within 30 days after they are due. A Transient vessel shall register for moorage within six (6) hours of docking. Failure to do either shall render the vessel in default.

(2) Failure to pay accounts owed will be subject to collection action via small claims or by use of an outside collection agency as per direction of the City Finance Officer.

Section 17. **CITY'S RIGHTS UPON DEFAULT:**

(1) **NOTICE OF SEIZURE:**

Upon default, the City shall give ten (10) days notice of intent to seize for default by Certified Mail to the Tenant, at the Tenant's registered address and by posting the vessel or property. An unregistered vessel shall receive twenty-four (24) hours notice by posting.

(2) **SEIZURE:**

Any cost for removal or storage of the vessel and equipment shall be paid by the Tenant. Current storage rates shall apply to a vessel and equipment seized or removed under these conditions. During the period of seizure or removal or any time when said vessel and equipment are in wet or dry storage, the City shall not be liable, in any manner, for the safe keeping or condition of the same and, furthermore, is not responsible therefore, as a warehouseman.

(3) **SALE:**

The City may sell the vessel and equipment at public auction if moorage or other charges remain unpaid for a period of sixty (60) days or more after seizure. Tenant's may regain the vessel or equipment by making satisfactory arrangements to immediately remove the vessel or equipment and making payment in cash, money order or cashiers check. The City shall give fifteen (15) days prior notice of public auction by Certified Mail to the Tenant, at the Tenant's registered address, and posting the vessel and equipment, and shall publish notice of sale in a newspaper regularly circulated in Clatsop County, Oregon, at least ten (10) days prior to the date of sale. The proceeds of the sale shall first be applied to the payment of City charges. The balance, if any, shall be paid to the owner. If the sale is for a sum less than the applicable charges, the City may assert a claim of deficiency. No person shall be prohibited from bidding at the sale by virtue of their employment by the City. The City may also bid at the time of sale.

(4) **ADDITIONAL REMEDIES:**

The remedy provided in this paragraph is in addition to and not in lieu of any other remedies which the City may have by virtue of statute or otherwise.

(5) COSTS:

In any action or proceeding for the collection of any sums which become payable hereunder or foreclosure of any lien filed for sums due hereunder, the City shall also be entitled to recover its collection costs and expense, including reasonable attorneys fees. The Tenant agrees that such costs, expenses and reasonable attorneys fees shall be additional charges against the vessel moored or equipment stored at the at the City mooring basins and may be recoverable in any judicial or non-judicial action against the vessel.

(6) SECURITY INTERESTS:

The Tenant hereby grants, and the City shall have, a security interest, lien and claim against the vessel and equipment or other property of the vessel or Tenant brought upon the property of the City for all moorage and other charges accruing under this agreement, including court costs and attorney fees as provided for herein. The City's security interest or, at the City's election, as otherwise provided by applicable law. The Tenant agrees that in the event charges incurred by the Tenant remain unpaid, the City's claims against the vessel and other property, and the City's rights upon non-payment as specified herein shall survive removal of the vessel or other property from City property.

(7) RE-ENTRY:

Any vessel subject to seizure which leaves the mooring basins while seized, or before a physical seizing can be effected, shall be subject to re-seizure if it enters the City mooring basins.

Section 18. NON-WAIVER:

Nothing contained in this Ordinance shall be construed as a waiver by the City of Warrenton of its right to arrest any vessel to enforce a maritime lien under federal law or a waiver of any other right or remedy under any Ordinance of the City of Warrenton.

Section 19. SEVERABILITY CLAUSE:

If any article, subsection, 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 20. REPEAL:

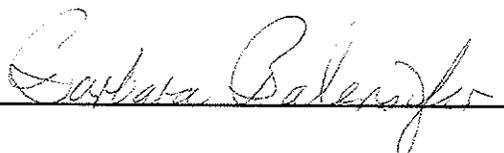
Ordinance 959-A, adopted March 20, 1996, Ordinance 479-A, adopted June 6, 1966, Ordinance 528-A, adopted June 2, 1969, Ordinance 723-A adopted December 16, 1981, Ordinance 845-A adopted May 3, 1989, and all conflicting Ordinances or amendments, are repealed.

First Reading July 2, 1997

Second Reading July 16, 1997

PASSED by the City Commission of the City of Warrenton, Oregon, this 16th day of July, 1997.

APPROVED by the Mayor of the City of Warrenton, Oregon, this 16th day of July, 1997.

Mayor 

ATTEST:

Gilbert Aronson
City Manager/Auditor