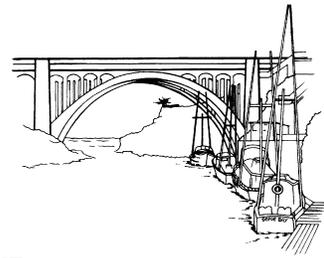


City of Depoe Bay

570 SE Shell Avenue PO Box 8, Depoe Bay, OR 97341
Harbormaster (541) 921-5010
City Hall (541) 765-2361, Ext. 12
cityofdepoebay.org



MOORAGE LICENSE AGREEMENT

BILL TO: Owner Operator

BOAT OWNER:

Name: _____
Street Address: _____
Mailing Address: _____
City: _____ St: _____ Zip: _____
Telephone: (_____) _____ - _____
Cell Phone: (_____) _____ - _____
Email: _____

SKIPPER/CAPTAIN:

Name: _____
Street Address: _____
Mailing Address: _____
City: _____ St: _____ Zip: _____
Telephone: (_____) _____ - _____
Email: _____
Commercial Fishing License: Yes No

GUARANTOR FOR CORPORATE

OWNER/OPERATOR

Name: _____
Address: _____
City: _____ St: _____ Zip: _____
Telephone: (_____) _____ - _____
Cell Phone: (_____) _____ - _____
Email: _____

IN CASE OF EMERGENCY PLEASE NOTIFY:

(When Owner/Operator is away and cannot be reached)

Name: _____
Telephone: (_____) _____ - _____

INSURANCE INFORMATION:

Insurance Co.: _____
Policy #: _____
Exp. Date: _____

BOAT INFORMATION:

Boat Name: _____
Reg / Doc #: _____
Length Overall: _____ Beam: _____ Draft: _____
Year: _____ Make: _____

Check all that apply: Sail Inboard Outboard
 Other: _____
 Recreational Commercial Charter/Guide

FOR OFFICE USE ONLY

MOORAGE LICENSE TERM & TYPE:

From _____ To _____
Slip Assignment: _____
 Annual
 Daily
 Monthly

The Moorage License Agreement is subject to the terms and conditions set forth in the Moorage License Agreement attached hereto and made a part of and to the City of Depoe Bay Ordinances, presently in effect or that become in effect in the future, and which may be accessed on the City Website or at City Hall.

I AGREE TO ABIDE BY THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT AND THE ORDINANCES OF THE CITY FOR USE OF THE HARBOR FACILITIES.

Owner/Operator
Guarantor for Corporate Owner/Operator

City of Depoe Bay
Harbor Representative

Owner/Operator Signature Date

Signature Date

Guarantor Signature Date

Purpose. The purpose of these rules and regulations is to secure the most effective control and management of the harbor properties and facilities of the City.

Application. These rules and regulations are applicable to all harbor properties and facilities of and in the City. All vessel owner/operators and persons entering or using the facilities shall be subject to the policies defined herein.

USE OF HARBOR FACILITIES.

- (A) **Animals.** Animals shall not be allowed on the harbor facilities unless securely restrained by a leash, chain, or other device which restricts their freedom and under the control of a responsible person. No person shall leash or tie any animal on any harbor facility in such a manner that would create a danger to any other person using the walkway or other facility or that would obstruct normal traffic on the facility.
- (B) **Children.** Children under the age of 14 years shall not be allowed on any harbor facility unless wearing a Coast Guard approved life jacket, or unless accompanied and supervised by a parent, guardian, or other responsible adult.
- (C) **Condition of vessels and other property.**
 - (1) Every vessel and all other personal property moored at or located on harbor properties or facilities of the City shall be kept and maintained in such condition of repair, maintenance, neatness, and orderliness so as not to constitute a condition of nuisance, substantial danger or risk, or harm to persons or property, or facilities. Every vessel moored at harbor properties or facilities of the City must, at all times, be completely seaworthy, fully operational, and ready for immediate cruising in local waters under its own power. Lack of seaworthiness may result in removal of the vessel as a hazardous vessel unless:
 - (a) The vessel is undergoing short-term (30 days or less) repairs that render the vessel inoperable; or
 - (b) Authorization has been obtained from the City to effect repairs rendering the vessel inoperable for longer than 30 days.
 - (2) In no event shall the vessel be rendered inoperable for a period exceeding 90 days.
- (D) **Fish cleaning.** No person shall clean or process fish or shellfish on any harbor facility or from any vessel secured thereto, except in areas so designated by the City.
- (E) **Fishing and crabbing.** No person shall fish or crab from any harbor facility except from 30 minutes before sunrise to 30 minutes after sunset. All fishing and crabbing gear shall be removed from the harbor facilities within 30 minutes after sunset.
- (F) **Harbor equipment.** All City-owned equipment shall be operated by City employees only. Use of the City's boat or hoist is subject to payment of such fee as may be determined by the City Council by resolution from time to time.
- (G) **Moorage facilities.** No moorage will be allowed unless designated by the harbor master or his/her

representative. The right is reserved to refuse moorage if in the best interest of the City. Licensee shall inspect the moorage space and adjacent premises and accepts them in their present conditions. Payment for the moorage shall be made in advance prior to the mooring.

- (H) **Performance of maintenance.**
 - (1) No person shall perform maintenance on any personal property except in those areas so designated by the City.
 - (2) No person shall perform any type of maintenance on a vessel except in a safe and workmanlike manner, and shall not create, suffer, or permit any offensive or hazardous conditions while so performing.
 - (3) No tools, equipment, parts, or materials shall be placed on or about the maintenance area that would create an offensive or hazardous condition or impede public access or use of the facility.
 - (I) **Storage/designated storage areas.** No person shall store supplies, materials, or equipment on any harbor facility or any other public area of the harbor except in areas designated by the City and with prior consent by the City. Persons may use such storage areas as designated by the harbor master in accordance with the following provisions.
 - (1) Storage boxes are not allowed to be stored on the docks.
 - (2) **Storage of crab pots is allowed on docks until October 15, 2024. No other personal property will be allowed on the public docks.**
- (J) **Structures.** No buildings or structures of any nature whatsoever shall be placed or constructed on City properties or facilities without prior written approval of the City.
- (K) **Swimming and diving.** No person shall swim or dive from any harbor facility without written authority from the City. This section shall apply to recreational swimming and diving.

SANITATION.

- (A) **Standard.** All vessels, personal property, facilities, or equipment on or about, or used on or about City harbor properties or property or water under control of the City, shall be kept at all times in a condition of reasonable cleanliness and sanitation so as not to constitute a common nuisance or existing or potential danger or harm to public health.
- (B) **Animal wastes or droppings.** No person having control of any animal on City facilities shall allow waste or droppings of that animal to remain on any harbor facility of the City. Animal waste or droppings shall immediately be removed and placed in a waste receptacle.
- (C) **Fish carcass/fish waste.** No person shall cause, suffer, permit, deposit, or dispose of fish carcasses or fish waste on or about the City harbor properties, City property, or water under the control of the City, except as specifically allowed in this section.

- (1) Commercial users.
- (a) Commercial users shall be responsible for disposal of fish carcasses and fish waste **and shall not use City refuse or waste containers or other City facilities for disposal.** Commercial users are persons, businesses, concessionaires, and non-public entities performing any regular or non-incidental activity or event conducted for the purpose of selling products or providing goods or services for a profit or private financial gain.
 - (b) Commercial uses include, but are not limited to, permanent or portable stores, restaurants, shops, commercial vessels, ocean charter boats, fish cleaning services, tour or excursion boats, shuttle services, ticket sales, and watercraft rentals.
- (2) Non-commercial users. Non-commercial users may dispose of fish carcass and fish waste:
- (a) By proper use of the City refuse or waste containers identified for disposal of fish carcasses at the public fish cleaning stations;
 - (b) By transferring such carcass or waste to a person or entity that has agreed to dispose of such materials in such a way as to not violate any federal or state law or regulation applicable to the materials;
 - (c) By removing of such materials from the harbor properties; or
 - (d) Bait used exclusively for crabbing on harbor properties may be disposed of in the harbor waters.
- (D) **Industrial waste.** No person shall throw, place, leave, deposit, or abandon, or cause or permit to be thrown, placed, left, deposited, or abandoned, any industrial waste, litter, or sewage on any City harbor public property, except in receptacles designed by the City for the disposal of such materials or substances.
- (E) **Odorous waste.** No person shall cause, suffer, permit, place, leave, deposit, or abandon aboard any vessel, in any motor vehicle or trailer, or on any City harbor properties or other public property, litter in the nature of offal, garbage putrid, or decaying or deleterious substances which give off an offensive odor, except in a closed nonporous container.
- (F) **Off-premises waste.** No person shall use City refuse or waste containers for other than wastes or litter generated on City harbor properties or waters controlled by the City and for those wastes or litter generated from a vessel's voyage.
- (G) **Toilet standards.** No person on a vessel equipped with a toilet shall use or permit the use of such toilet on waters controlled by the City, unless the vessel is equipped with facilities approved by the U.S. Coast Guard, or other appropriate governmental agency, and such equipment is in good operating condition adequate to treat, hold, incinerate, or otherwise handle sewage in such a manner that is capable of preventing water pollution. Dumping of vessel holding tanks in harbor waters is not allowed. Persons shall use the CVA pump/dump station for dumping vessel holding tanks located on the fueling dock.

WHEELED VEHICLES OR DEVICES.

- (A) No person shall use any wheeled vehicles or devices on any harbor facility except if the device is necessary to accommodate a physical handicap or the device is used to transport necessary supply or maintenance items, and such devices are not used in a manner that creates a danger or hazard on the facilities. Wheeled vehicles or devices include, but are not limited to mopeds, motorcycles, motorized wheelchairs, motor assisted scooters, electric mobility devices, bicycles, non-motorized vehicles other than bicycles (skateboards, scooters), wheeled carts, and wagons.

FIRE, SAFETY, HAZARDOUS SUBSTANCES, AND OPERATIONS.

- (A) **Standards.** All vessels, personal property, City property, or any items used on or about City properties shall be used in such a manner and maintained in such a condition as not to constitute a fire or safety hazard. The failure to conform to any local, state, or federal regulation or ordinance regarding fire safety or safety operations may be considered in determining violation of this section.
- (B) **Combustibles.** Combustible materials shall be stored in such place and manner as to prevent accidental combustion and fire, except that rags and waste materials saturated with combustible fluids must be removed from City property immediately after use and may be further limited herein below. No person shall dump, discharge, pump, or allow to be dumped, discharged, or pumped, any oil, gasoline, distillate, any petroleum products, or any other flammable materials onto City properties or into waters within the boundaries of the City. Persons shall use the waste petroleum recycling facility for disposal of oil, gasoline, distillate, and petroleum products.
- (C) **Electronic equipment.** No person shall knowingly use, repair, or test any electronic equipment on or about the facilities of the City or waters within the boundaries of the City in such manner as to cause interference with other electronic equipment in the area or injury or harm to any person or property in the area.
- (D) **Environmental compliance; hazardous substances.** Persons shall take all practicable measures to minimize the quantity and toxicity of hazardous substances brought into, used, or handled at the properties of the City or upon waters within the boundaries of the City. All persons shall notify the City immediately upon becoming aware of any spill, leak, disposal, or other release of hazardous substances on, under, or adjacent to the harbor. As allowed by law, the City may inspect a person's use of any hazardous substances at the harbor properties at any time upon reasonable notice, or without notice in the event of an immediate threat to the general safety of the harbor.
- (E) **Fueling.** No person shall fuel or cause to be fueled, a vehicle or watercraft on properties of the City or upon waters within the boundaries of the City except at the fuel dock station (Dock five).

- (F) **Fuel storage.** No person shall store or cause to be stored, any fuel for any vehicle or watercraft on or upon the City properties or waters within the boundaries of the City except in tanks or containers designed for that purpose, and in areas where such tanks or containers shall not come into contact with sparks or heat or other conditions which may cause it to ignite.
- (G) **Welding and fuel torch equipment.** No person shall:
 - (1) Use any welding equipment on any harbor facility except in such areas as may be approved by the City;
 - (2) Do any welding with equipment that fails to meet state safety requirements and without having in his or her possession a fire extinguisher of the kind approved by the United States Coast Guard for use on a commercial vessel;
 - (3) Use any blowtorch, acetylene torch, or similar type equipment for the repair or refurbishing of any watercraft in such a manner as to cause injury, harm, or damage to any person or property at or about the area of use; or
 - (4) Do any welding without conducting a one-hour fire watch upon completion. A pre- and post-work washdown is required.

ELECTRICAL SYSTEMS.

- (A) **Damage to system.** No person shall do any act which will cause damage to or destroy any part, portion, or the whole of the electrical system on the harbor facilities.
- (B) **Use of electrical system.** No person shall change, modify, or use the existing electrical system except as specifically authorized by the City. The City does not guarantee the continuity or characteristics of electrical service or its compatibility with the boat's electrical circuit protector, if any. Use of the electrical service is at the licensee's own risk. The City shall not be responsible for any damages caused by licensee's use of the electrical service.
- (C) **Excessive use.** No person shall draw more amperage from the electrical system or individual outlets or services than as designed and available from one outlet, except that one additional outlet may be used on a temporary basis to operate power tools while the worker is on site making vessel repairs.
- (D) **Vehicle or vessel contact prohibited.** No person shall cause any vehicle or watercraft to be placed or moored in such a manner that the vehicle or watercraft or any part or extension thereof would come into contact with the electrical system or parts thereof.
- (E) **Approved connector.** No person shall use other than a marine three-wire plug, 3/12 cord, approved by the City when using electricity from the City's electrical system.
- (F) **Electrolysis.** No person shall cause, permit, suffer, or maintain any boat that discharges electrical currents in the harbor waters which result in electrolysis in the harbor. The City shall disconnect electrical service to such vessel and deny electrical hookup until the fault is corrected.

MOORAGE LICENSE AGREEMENTS.

- (A) **General.** It is the policy of the City that the moorages in the harbor are to be used for the purpose of accommodating vessels operating in conformance with the rules and regulations of the City and full and timely payment of moorage fees and charges.
- (B) **Moorage license agreement required.** No person shall moor a vessel at harbor facilities without having first entered into a written moorage license agreement with the City in the form and in the manner required by the City.

WAIVER OF RESPONSIBILITY. The liability and obligations of the City are limited to furnishing that portion of a slip or premises reasonably necessary for licensee's moorage use. The City does not accept the boat for storage, and shall not be responsible for or liable in any manner for the safekeeping or condition of the same. The City shall not be responsible or liable for any damage or loss to, or theft of, the vessel, its equipment, gear, contents or other property either upon the vessel or upon the premises of the harbor, from any cause whatsoever, or for injury to licensee, his employees, agents, or invitees upon harbor premises or adjacent thereto. Licensee shall indemnify and hold harmless the City from any loss, damage or injury resulting from the acts or omissions of licensee, his employees, agents or invitees.

All moorage license agreements with corporate owners or operators must be personally guaranteed by one or more controlling principal(s) of the corporate owner/operator. Any and all guarantor(s) signing the agreement acknowledge that they are personally benefitted by the agreement, and that they unconditionally guarantee the timely performance of all of the licensee's obligations hereunder, including indemnities. The liability of each licensee is continuing, joint and several, and continues until all of licensee's obligations hereunder have been fully satisfied. Licensee(s) shall not be released by or because of the taking, or failure to take, any action that might in any manner or to any extent vary the risks of licensee under the license or that, but for this paragraph, might discharge or otherwise reduce, limit, or modify licensee's obligations under this license.

Licensee waives and surrenders to the fullest extent allowed by law any defense to any liability under this license based upon any such action by or on behalf of the City. It is the express intent of licensee that licensee's obligations under this licensee are and shall be absolute, unconditional, and irrevocable. Licensee agrees to pay all reasonable attorneys' fees and all other costs and expenses that may be incurred by the City in the enforcement of the licensee or in the preservation, protection, or enforcement of any rights of the City in any case commenced by or against licensee under the Bankruptcy Code (Title 11, United States Code) or any similar or successor statute.

- (C) **Vessels must be licensed or documented.** As required by state or federal law, all vessels shall be licensed or documented at all times during the period of a moorage license agreement.
 - (1) Period of validity and renewal of moorage license agreement. A reserved moorage license agreement shall be issued for one year. Upon expiration of the period stated therein, the

moorage license agreement and all rights of the licensee thereunder shall automatically terminate. No reserved moorage license agreement shall be renewed unless the conditions of issuance are met and all fees and charges due and payable have been paid.

- (2) A transient vessel moorage license agreement may be issued for any period of time at the daily rate, or for a period of 30 days at the monthly rate, as provided by the then current resolution of the City Council.
- (D) **Uses permitted.** The moorage license agreement shall allow the use of the boat launch and of the moorage facilities for moorage purposes only and shall grant no further right privilege or use. Additional or varying uses shall not be allowed, except as provided in the following divisions in this section.
- (E) **Live-aboard.** Live-aboard shall mean any person sleeping overnight or any other activity normally connected with temporary lodging. Residing aboard a moored vessel for more than 18 days during any consecutive 30-day period is prohibited.
- (F) **Non-transferability of moorage license agreements.** Reserved moorage berths may not be sublet or in any other way beneficially assigned. Reserved moorage license agreements are non-transferable, except when authorized by the harbormaster under the following conditions:
- (1) If a vessel is sold as the result of the death or disability or illness of the licensee, the moorage license agreement may be transferred with the vessel when sold. Only one transfer under this provision per part-owner or owner/operator shall be allowed;
 - (2) If two or more vessels are being traded between boat owners so the net result does not change the moorage configuration within the harbor;
 - (3) If a vessel owner sells a vessel and replaces it with another vessel that may, in the judgment of the harbormaster, be safely moored in the same berth or in a suitable, available berth on the public docks when no one is on the waiting list for such berth;
 - (4) If a vessel owner transfers title to a corporation in which the vessel owner owns and maintains ownership of not less than 51% of the issued and outstanding stock;
 - (5) Upon the sale of a working charter boat with a valid City business license to an individual who shall continue working in the harbor as an active licensed charter boat, the purchaser of said vessel shall have the first right of refusal on said vessel's existing moorage space at the time of the sale;
 - (6) Upon the sale of a licensed actively working commercial fishing boat to an individual who shall continue working in the harbor as a licensed active commercial fishing boat, the purchaser of said vessel shall have the first right of refusal on said vessel's existing moorage space at the time of the sale. For the purposes of this exception, "commercial fishing boat" is defined as one that holds a valid resident or non-resident commercial fishing boat license and a valid commercial fishing license which authorizes the

activity of selling his or her own catch directly from the vessel from which the catch was made and only to the ultimate consumer; or

- (7) If a vessel owner/moorage licensee of a reserved moorage space removes the licensed vessel from the assigned moorage space to conduct repairs on said vessel, the vessel owner/moorage licensee may use the assigned moorage space for a same class size, or smaller class size, vessel owned or controlled by the vessel owner/moorage licensee until the licensed vessel is repaired. Prior to mooring the alternate vessel, the vessel owner/licensee shall obtain and maintain a valid moorage license agreement for the alternate vessel pursuant to division (I) below.
- (G) **Grace period.** In the event the licensee of a reserved moorage space sells or involuntarily loses the vessel, except by foreclosure by the City, the reserved moorage license agreement shall remain with the original licensee, providing that the licensee has purchased or purchases within one year of the date of the sale or loss, another vessel that is compatible to the size of the berth previously occupied and pays the reserved moorage fees at time of renewal. Prior to mooring the new vessel, licensee shall obtain a valid moorage license agreement for the new vessel pursuant to the requirements of this chapter.
- (H) **Acquisition of moorage.**
- (1) All reserved moorages will be assigned by the harbormaster at such time as appropriate moorage space is available. Except as provided by division (G) above, reserved moorage license agreements will be granted to the applicant who is the highest priority (determined by time) on the waiting list and who owns a vessel that is compatible to the berth that is available. Any person refusing to accept an assigned reserved moorage berth without good cause as determined by the harbormaster may be dropped from the waiting list.
 - (2) All transient moorage license agreements for a period exceeding three days shall be granted upon proof of insurance and payment of charges provided there is no violation of any City ordinance and there is sufficient transient moorage space available, on a first come basis. There is no waiting list for transient moorage.
 - (3) Applicants for the waiting list for a reserved moorage license agreement shall certify the following information: true dimensions (overall length and overall width); applicant's name, address, telephone number, document, or certificate number and name or proposed name of vessel. At the time of assignment of reserved moorage, a reserved moorage license agreement shall be granted upon proof of insurance and payment of charges provided there is no violation of any City ordinance. Signatures of both the licensee and the City employee will be required for a valid moorage license agreement on all new and yearly renewals of moorage.
 - (4) All licensees for new or renewed reserved and transient moorage use for a period exceeding three days shall have in force and effect watercraft liability-protection and indemnity

- insurance and pollution liability insurance in an amount not less than \$500,000 for the term of the moorage license agreement. All such insurance policies required under this section shall name the City as additional insured and shall include a provision governing notifying the City prior to any early cancellation of the policy. Proof of all such insurance policies required under this section shall be provided to the City as a condition of issuance of a moorage license agreement. The certificate of insurance provided as proof shall clearly identify the insurance coverage and name the City as "additional insured" on the policy. Non-motorized vessels are excluded from the requirement to carry pollution liability insurance, all other requirements of this section shall apply.
- (5) All transient moorage license agreements for a period of three days or less shall be granted upon receipt by the City of licensee's signed indemnification and hold harmless agreement and payment of charges provided there is no violation of any City ordinance and there is sufficient transient moorage space available, on a first come basis. There is no waiting list for transient moorage.
- (I) **Additional rights not implied.** The issuance of a transient moorage license agreement does not grant any rights or privileges to a licensee with regard to consideration for the granting of an annual moorage license agreement. Transient licensee must apply for a position on the waiting list for reserved moorage in the same manner as those not having a transient moorage license agreement.
- (J) **Applicability of moorage license agreements.**
- (1) Reserved moorage license agreements shall be issued to a named owner/operator of a vessel and shall be valid only for a specific vessel in a designated moorage.
- (2) Transient moorage license agreements shall be issued to the owner/operator and are valid only for a specific vessel.
- (K) **Reassignment.** Any moorage space may be reassigned at the option of the harbormaster if the orderly administration of the moorage facility so requires, notwithstanding the prior designation of a specific moorage berth in the moorage license agreement. Licensee may apply for reassignment, however granting reassignment is at the option of the harbormaster. A reassignment determination by the harbormaster may be appealed to the Harbor Commission. A written appeal shall be filed with the City no later than within five business days of the date of reassignment determination. An appeal, timely filed, will be presented to the Harbor Commission at the first regular Harbor Commission meeting following filing of the appeal. Appeals are de-novo. Moorage reassignment may also be made by the harbormaster if a vessel's size in relationship to the size of the assigned berth does not permit maximum and efficient public utilization of harbor facilities or if a reassignment will in any other manner increase the efficient public utilization of moorage facilities.
- (L) **Temporary assignment and reassignment.** Licensee may be temporarily assigned or reassigned to other berths or spaces to accommodate repairs, improvements, maintenance, construction, emergencies, or special events.
- (M) **Licensee's mailing address.** The licensee shall at all times keep the City informed of his or her current mailing address and telephone number, and an alternate telephone number. Licensee shall notify the City at least five business days prior to any sale of the vessel and prior to any transfer of title to the vessel. The vessel must be removed, or the new owner accepted as a licensee by the harbormaster in writing. Licensee shall notify the City immediately upon vacating the moorage assigned by the City. Failure to keep the City informed is a breach of covenant of the moorage license agreement and moorage license agreement will be terminated. All billings will be deemed delivered when mailed to the address of the record supplied by licensee.
- (N) **Cancellation of the moorage license agreement for berth repair or elimination.** The City may deny issuance or the reissuance of a reserved moorage license agreement when a berth is unusable, modified, eliminated, or in need of repairs.
- (O) **Termination of moorage license agreement.** If after notice, the licensee fails to remedy any breach of the duties, covenants, or conditions of the moorage license agreement or to cease and desist from violating or permitting the violation of these rules and regulations, the City may terminate—the licensee's moorage license agreement and take appropriate enforcement procedures. In addition to the foregoing, the City may terminate a moorage license agreement for a deliberate misstatement or willful failure to disclose any material fact in a moorage license agreement.

BUSINESS AT HARBOR FACILITIES.

No business or commercial enterprise shall be conducted on or from any harbor facilities except as specifically authorized and permitted by the provisions hereof and on the conditions stated as follows.

- (A) The licensee of a valid moorage license agreement may, upon the conditions set forth herein, load and unload passengers from charter boats on the City's docks and may sell fish directly from commercial fishing vessels to the public on the City's docks.
- (B) No fish shall be sold directly from vessels to the public on the public docks nor shall passengers be allowed to board or depart from charter vessels unless the vessel from which the fish are being sold or passengers boarding or departing is secured directly to the City's docks in accordance with the vessel's moorage license agreement.
- (C) No business shall be conducted on or from the harbor facilities pursuant to this section until the owner/operator of the moorage license agreement for the vessel from which the business shall be conducted has applied for and received a City business license authorizing the type of business to be conducted. No business license shall be issued until

the applicant has provided to the City written verification that all applicants who use or employ shore-based workers which, if injured, come within the provisions of the federal Longshore and Harbor Workers' Compensation Act, being 33 U.S.C. § 901 et seq., shall obtain and maintain during such time as the workers are used or employed or for such time as a claim may be brought, insurance for coverage under the Longshore and Harbor Workers' Compensation Act in an amount not less than \$500,000. All such insurance policies required under this section shall name the City as an additional insured and shall include a provision governing notifying the City prior to any early cancellation of the policy; and

ENFORCEMENT.

NON-WAIVER AND JURISDICTION: The failure of the City to enforce all or any part of a moorage license agreement shall not constitute a waiver of any rights, including that which may have failed to enforce, under a moorage license agreement. The agreement shall be construed under the laws of the State of Oregon.

- (A) **Manner of enforcement.** Upon determination that a violation exists, the City shall provide a written notice by personal delivery, or by placing in the U.S. mail a letter to the person in violation at the last known address provided to the City. If mailed, the notice shall be sent by certified mail, return receipt requested. The notice will include a statement that the violation must be corrected within 15 calendar days from the date of the notice.
- (B) **Removing or securing vessels or property.** The City may, at its sole option, employ the following procedures in cases of abandonment; or when an owner/operator fails to maintain their vessel in a manner sufficient to not be hazardous; or when an owner/operator fails to obtain or maintain a valid moorage license agreement by failure to register with the City, pay moorage, storage, or electric fees causing them to be delinquent, or provide proof of insurance.
- (1) At least 30 calendar days prior to securing or removal of a vessel or personal property, the City shall provide notice to the owner/operator of the vessel or personal property setting forth the statement of violation and that the City may seize the vessel and other property if the violation is not corrected within 30 calendar days of the date of the notice. The notice shall be delivered by posting the notice on the vessel or other personal property, and by personal delivery to the owner/operator, or by certified mail, return receipt requested, to the last known address provided to the City by the owner/operator. In the case of abandoned vessels or property, or where no address was furnished by the owner/operator, the City is not required to give notice prior to securing or removing the vessel or personal property.
- (2) The City may take reasonable measures including, but not limited to, the use of chains, ropes, and locks, removal from the water, or removal to storage areas to secure vessels and other personal property so that the same are in the possession and control of the City. At the time

of securing a vessel or other personal property, an authorized City employee shall attach to such vessel or property a notice which shall contain the following information:

- The date and time the notice was attached;
 - A statement that if the account, together with all expenses incurred in securing the vessel and the City's collection costs, is not paid in full and/or any ordinance violation is not resolved within 60 days of the date of the notice, the vessel or personal property may be sold at public auction with proceeds applied to satisfy the City charges and costs; and
 - The address and telephone number where additional information may be obtained concerning release of the vessel or personal property.
- (3) Notice of securing a vessel or personal property shall be sent to the owner/operator by certified mail, return receipt requested, at the last known address provided to the City by the owner/operator.
- (4) The owner/operator of a vessel or personal property secured by the City may regain possession as follows:
- Establishing good cause for any ordinance violation where that is the issue;
 - Correcting and resolving the violation to the satisfaction of the City; or
 - Making payment to the City of all City charges.
- (5) If a vessel or other personal property has been secured and the owner/operator does not regain possession by the above methods, the City may, at its sole option, elect to sell the vessel or personal property at public sale.
- (6) For all sales of vessels and other personal property under this section, the City shall proceed with foreclosure and sale in the manner provided by O.R.S. 87.152 to 87.212 or 783.010 to 783.170. The City may bid all or part of charges and expenses at the sale and may become a purchaser at the sale. Sale proceeds shall first be applied to the costs of sale, including attorney's fees, then to discharge of moorage and other charges owed by the owner/operator, and the balance, if any, shall be paid as provided by state statute.

MOORAGE FEES:

- (A) **All moorage rates (daily, monthly, and annual) shall be effective each July 1** and thereafter, and adjusted annually by resolution of the City Council to reflect inflation costs by applying the U.S. city average consumer price index for all urban consumers percent of change from the previous year. This annual adjustment shall not be less than five percent each fiscal year.
- (B) **Due dates for moorage use fees.**
- (1) Fees shall be paid in advance by a new licensee before a berth is occupied. The moorage period for the first year or moorage shall be the first day such use is permitted through June 30 (end of the fiscal year).

- (2) Licensees will be billed by the City on or about June 1 for a renewal period of one year starting July 1. This annual fee is due on July 1 for the annual period for which the renewal is issued. If all charges and fees are not paid on or before July 10 (or the next regular business day if July 10 of the particular year is a Saturday, Sunday, or legal holiday), such failure shall subject the licensee to a late payment charge of 10%. Failure to pay monies by July 20 (or the next regular business day if July 20 falls on a Saturday, Sunday, or legal holiday) shall result in termination of a licensee's moorage license agreement, unless a petition for hardship has been filed with the City Recorder.
- (3) The one-year annual moorage period shall begin on July 1 (beginning of the fiscal year) and end June 30 (end of the fiscal year), except for the first year of reserved moorage. In the event the licensee wishes to terminate the moorage license agreement and seek a refund of a portion of moorage paid, the determination of a refund, if any, shall be as determined by the City based on the process in the Ordinance.
- (4) If monies due the City are not paid when due, the City may take such enforcement or collection action as it deems appropriate against the delinquent licensee at any time thereafter. If charges and fees are not paid when due, such failure shall subject the licensee to a 10% late service charge and result in termination of the moorage license agreement.

UTILITIES.

ELECTRICITY

Electricity rates and charges shall be established and amended by the resolution of the City Council.

WATER

Included in the moorage rate. Water rates and charges shall be established and amended by resolution of the City Council.

TRASH

Included in the moorage rate. Trash rates and charges shall be established and amended by resolution of the City Council.

FUEL FACILITY.

Fuel rates and charges for the harbor fueling facility shall be established and amended by the resolution of the City Council. In the event that a vessel owner/operator requests fuel at a time outside of regularly scheduled work hours that would involve a call-out (overtime) for the harbormaster or other City staff, in addition to the cost of the fuel the vessel owner/operator shall pay an after-hours surcharge.

LAUNCH FACILITY.

The continued use of the launch-facility will require either the purchase of an annual pass or the daily launch fee. Rates and charges for the launch facility shall be established and amended by the resolution of the City Council.