

**PORT OF GARIBALDI ORDINANCE #15
RULES AND REGULATIONS GOVERNING THE USE OF PORT PROPERTIES AND
FACILITIES
(AS AMENDED 07/10/2019)**

WHEREAS, the Port of Garibaldi is a duly organized municipal corporation of Tillamook County, Oregon; the owner of certain real and personal property; the operator and administrator of and for certain real and personal property, and the facilities thereon, located within Tillamook County; and

WHEREAS, certain properties, facilities and equipment of the Port are public facilities and/or are operated as public facilities and/or are open to the public; and

WHEREAS, it is in the best interest of the citizens of the district of this Port and the public generally to have certain ordinances and regulations regarding and relating to the use, occupancy and presence on or about Port properties and/or facilities codified;

NOW, therefore, the Port of Garibaldi hereby ordains as follows:

1. This ordinance shall be called "Rules and Regulations Governing the Use of Port Properties and Facilities".
2. The purpose of these rules and regulations is to secure the most effective control and management of the properties and facilities of the Port, and by the adoption and publication hereof to advise the general public and citizenry of these rules and regulations.
3. If, but only if, any section hereof is inconsistent with any law or regulation enacted by the United States or the State of Oregon, then such section shall be construed, superseded or governed thereby. Nothing contained herein limits the power of the Port Commission.

INTERPRETATION: If any section or part thereof of these rules and regulations is inconsistent with any laws of the State of Oregon, or of the United States, or any rules, regulation or standard established pursuant thereto, such section, or part thereof shall be construed, superseded or governed thereby. Nothing contained in this Ordinance shall be construed as a limitation of any rights, privileges, or remedies previously existing under any applicable laws or as a limitation of the powers of the Port Commission or management.

SEVERABILITY: The provisions of these rules and regulations are severable and if any portion or the application thereof to any person or property is held invalid for any reason, the validity or the remainder of these rules and regulations or the application of such remainder to other persons or property shall not be affected.

APPLICATION: These rules and regulations are applicable to all properties and facilities of and in the Port of Garibaldi District. All vessels and persons entering or using the facilities shall be subject to the policies herein defined.

AVAILABILITY OF ORDINANCE: Anyone may inspect a copy of these rules and regulations at the Port of Garibaldi office. Copies may be obtained for a fee upon request.

CONSTRUCTION: Unless otherwise required by the context or any particular provision, the words or phrases defined in Part I: Definitions, have the meanings as set forth therein. The use of any gender shall include all genders; the singular shall include the plural and the plural shall include the singular; and the provisions of this Ordinance shall apply - to individuals, partnerships, associations, and corporations alike.

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PART I: DEFINITIONS

ABANDONED: Shall mean left or given up with no reasonable appearance of an intent to return or reclaim. A vessel or motor vehicle or other personal property shall be deemed abandoned if left on or in Port facilities without identification or evidence of ownership and without notification to the Port of intent to leave; or without permission to moor at the Port; or without payment of fees for storage and/or moorage.

ACTIVE FISHING VESSEL: A vessel which is engaged in a bona fide commercial fishing operation under one or more valid licenses, which may include, but are not limited to, a current or previous season vessel fishing license, current season fish tickets, landing permits, or other proof to establish fishing activity.

AUTHORIZED PERSONS: Port Staff, City of Garibaldi staff, vessel owners, vessel operators, vessel crewmembers, paid charter passengers, paid contractors, and emergency personnel.

CHARTER BOATS: Shall mean any boat carrying passengers for hire or without hire, including guide boats.

COMMERCIAL BOATS: Shall mean insurable boats with commercial fishing license or fishery permits with U.S. Coast Guard certification that are actively fishing.

COMMERCIAL DOCKS: Shall mean docks with moorage slips assigned only to boats actively fishing commercially.

DISTRESS: Shall mean a state of disability which if unduly prolonged could endanger life or property or become a hazard to navigation or a source of pollution if sunk.

DOCKS (FLOATING): Docks are floating structures that may be accessed by a gangway. Docks are normally attached to piling or other load-bearing structures that allow the structure to float with the tides.

DRAFT: Shall mean the depth of a vessel keel below the water line especially with a heavy load.

EMERGENCY: Shall mean a state of prominent danger to life or property or navigation in which time is of the essence.

FEE SCHEDULE: Shall mean moorage and harbor services, rates, fees and charges as determined from time to time by motion of the Board of Commissioners of the Port.

GEAR: All manner of fishing accessories, electronics, netting, and other items used or intended to be used for marine activity or such items necessary or convenient for the use of the vessel.

GUEST MOORAGE: Short-term berthage, for use of moorage facilities whereby the vessel is granted authority to moor but does not enter into an annual Port Moorage Agreement, but is required to register and sign a Guest Vessel Mooring Agreement.

GUEST VESSEL OR GUEST BOAT: Any vessel using a Port moorage facility, and which belongs to an owner/operator who does not have an annual Port Moorage Agreement with the Port. Guest vessels or guest boats include but are not limited to: (1) vessels seeking a harbor of refuge, (2) day(s) use or overnight(s) use of a moorage facility in a space on available basis, and (3) commercial vessels waiting for annual port moorage.

HARBOR: Shall mean the Port of Garibaldi and all of its facilities, including but not limited to the RV Park, parking lots, storage facilities, rest rooms, and docks.

HARBOR AREA: Shall mean all water and land areas under the ownership of or leased by the Port.

HAZARDOUS VESSEL: A vessel which is determined by the Port Manager to be unseaworthy or in a state of disability which if unduly prolonged could endanger the marine environment or life or property or become a hazard to navigation.

INDUSTRIAL WASTE: Shall mean any liquid, gaseous or solid waste substances or combination thereof resulting from any process of industry, manufacturing, trade, agricultural or agricultural operation or business, or from the development or recovery of any natural resources, which may cause or might reasonably be expected to cause pollution of the harbor properties or the waters controlled by the Port of Garibaldi.

LITTER: Shall mean any and all types of debris and substances, whether liquid, gaseous or solid or a combination thereof, including but not limited to garbage, refuse, rubbish, glass, cans, bottles, paper and paper products, wrappings, decayed wood, sawdust, shavings, bark, cement, lime, cinders, ashes, offal, oil, tar, dyestuffs, acids, chemicals, shrimp shells, dead animals or fish carcasses or parts thereof, manure, human or animal wastes, putrid, decaying or deleterious substances or matter, petroleum wastes, or any machinery, appliances or automobiles or parts thereof, or any other substances which may render the harbor properties or waters controlled by the Port unsightly, noxious, or otherwise unwholesome or to the detriment of the Public health and welfare.

LIVE-ABOARD: Shall mean any person sleeping overnight, preparation of food, or any other activity normally connected with temporary or permanent lodging.

MOORAGE: Shall mean any place where a vessel lies when at anchor or is made fast to a dock or is laid alongside another vessel made fast to a dock; and shall include side and multi-side ties.

MOORAGE CLASSIFICATIONS: Moorage at the Port of Garibaldi boat basin is classified as Commercial, Charter, Sport and Guest. The owners and/or operators of boats which have permanent or guest moorage in the Port's boat basin are bound by these rules.

MOORAGE FACILITIES: Shall mean those facilities of the Port of Garibaldi where vessels may moor to wharves, docks, pilings, and finger piers in assigned or designated spaces.

OPERABLE: Means capable of maneuvering under a vessel's own power. All vessels shall demonstrate operability by getting underway under their own power at least once a year.

OPERATOR: Any person who claims, expressly or otherwise, lawful care, custody, or control of a vessel by virtue of legal title, equitable interest, lease or charter therein which entitles them to possession or has authority over the operation of the vessel pursuant to authority of the legal or equitable owner or charterer.

OVERALL LENGTH: Shall mean the distance from the foremost part of the bow (including the bow sprit) to the aft most part of the stern, regardless of keel length and regardless of registered or documented length.

OVERALL WIDTH: Shall mean the distance between the outermost parts of each side of the hull of the vessel, regardless of registered or documented width.

OWNER: The person or entity that owns the vessel as determined by applicable State or Federal law and is listed on the vessels title or documentation.

PERMANENT MOORAGE: Shall refer to those boats for which a moorage fee for one year's rent (August 1 through July 31) is charged and paid to the Port on or before August 10 of each year in advance.

PIERS: Piers are structures elevated over water normally supported by piling.

PORT: Shall mean the Port of Garibaldi and its elected Commission, its staff, and includes all lands, properties and facilities owned or operated by the Port District of Garibaldi.

PORT COMMISSION: Shall mean that Commission elected by the electorate of the Port District and acting under the Resolutions and/or Ordinances of the Port of Garibaldi to recommend plans, regulations, and improvements to the harbor facilities.

PORT MANAGER: Shall mean that person duly appointed and recognized by the Commission of the Port of Garibaldi. The Manager is to administer the functions of all Port facilities. Whenever by the provisions of this Ordinance, there are powers or a duty granted to the Manager, that power or duty can be performed by an assistant of the Manager unless it is expressly otherwise prohibited.

PORT HARBORMASTER: Shall mean the official hired by the Port Commission to serve as Harbormaster and any deputy Harbormaster, Port security officer or other employee authorized or designated by the Harbormaster or Port Manager to enforce the provisions of this Ordinance.

PORT MOORAGE AGREEMENT: Shall mean an agreement between the boat owner or operator and the Port of Garibaldi for the use of and payment for moorage on a long-term (annual) contract or short-term guest mooring agreement.

PRODUCTION RECORD: Shall mean a record produced by a fish buyer, Oregon Dept. of Fish & Wildlife, or State of Oregon verifying commercial fishing activity in the current year.

RESIDENT VESSEL: Shall mean any vessel holding a long-term (annual) Port Moorage Agreement with the Port of Garibaldi.

SEAWORTHY: Means the vessel's hull, keel, decking, cabin, and mast are structurally sound and generally free from structural rusting, delamination, and/or dry rot.

SEWAGE: Shall mean water, chemical, or other liquid carried, human or animal wastes from vessels, motor vehicles, trailers, residences, buildings, industrial or commercial establishments or other places with such ground water infiltration and surface water as may be present.

SHALL AND MAY: "Shall" is mandatory. "May" is permissive.

THEFT OF SERVICES: A person commits the crime of theft of services if with intent to avoid payment, therefore, the person obtains services that are available only for compensation.

UNDERWAY: Shall mean the condition of a vessel, not at anchor, without moorings, and not made fast to the shore or ground.

VESSEL: Shall mean every description of watercraft, other than seaplanes, in the water used or capable of being used.

VESSEL OWNER/OPERATOR: Shall mean any person who claims, expressly or otherwise, lawful care, custody, or control of a vessel by virtue of legal title or equitable interest therein which entitles him to possession.

VIOLATION VESSELS: Any vessel entering and remaining at the Port of Garibaldi without authorization; or remaining at the Port of Garibaldi after moorage has been terminated.

WHARVES: Wharves are structures elevated over water normally supported by piling that serve as an extension of upland surface area.

PART II: MOORAGE AND HARBOR SERVICES

1. REGISTRATION: Guest Vessel Mooring Agreements are available at the Port office and/or at the top of the ramps. All guest vessels must register within two hours of arrival. Annual Port Moorage Agreements are only available at the Port office.

- (A) Owner/operator of vessel shall provide to the Port current and valid documentation and/or registration, current billing information, owner/operator's name, residence and mailing address, telephone number, proof of ownership, and registrant's driver license number. The name, number, type, dimension, description and uses of the vessel, as well as the name and phone number of the insurance company or agent of record for the vessel, shall be provided at the time of registration. The Port may ask for optional information including date of birth and social security number. If the registering person is an operator, owner authorization for moorage and other charges must be made available upon request of the Port.
- (B) Owner/operator of vessel shall provide notice to the Port of the physical condition of the vessel, including any structural concerns which could result in damage if the vessel is towed or dry docked. This notice shall be updated from time to time by the owner/operator when condition of vessel changes, and shall constitute permission for the Port to move or dry dock the vessel for reasons described elsewhere in this Resolution.
2. PORT MOORAGE AGREEMENTS: No person shall moor a vessel at Port of Garibaldi facilities without first having entered into a Port Moorage Agreement with the Port in form and manner provided by the Port. Moorage holders shall submit an annual renewal form with any changes to their account or otherwise note that no changes have occurred along with their pre-payment of fees. Said Port Moorage Agreement for the initial period of moorage and thereafter upon pre-payment of fees and receipt of renewal form shall continue as the Port Moorage Agreement under which the owner/operator of the vessel or property agrees to abide.
- (A) The Port may issue or renew a Port Moorage Agreement for up to, but not exceeding one (1) year. Upon expiration of the period stated therein, the Port Moorage Agreement and all rights of the permittee thereunder shall automatically terminate unless pre-payment for an additional term has been accepted by the Port. If the Port Moorage Agreement is not renewed, moorage shall be charged based on the applicable guest rate while the Port attempts to remove and/or possess the vessel. No Port Moorage Agreement shall be renewed unless the conditions of the original issuance are met nor shall a Port Moorage Agreement be issued or renewed unless all fees and charges due and payable are paid. If owner replaces the vessel assigned to the stall with a vessel which does not fit in the stall, the new vessel shall lose its moorage. If the annual renewal fee is not pre-paid, the agreement shall also be considered past due. (Part II(3)(A))
- (B) The Port Moorage Agreement shall allow the use of the moorage facility for moorage purposes only and shall grant no further rights, privileges or uses. Additional uses shall not be allowed except as specifically permitted by the Port of Garibaldi or as otherwise described in this Ordinance.

- (C) Port Moorage Agreements are not transferable; however, the Port by way of action by its commission, may authorize transfer to a family member (husband, wife, child, or children) if the Port finds there are specific circumstances which warrant making the exception. Charter boats on charter dock and Commercial boats on "A" and "B" docks are transferable if there is proof of valid license and a production record. Any person or lessee who transfers or attempts to transfer a Port Moorage Agreement shall be subject to penalty as provided in this Ordinance. Sale of a vessel covered by a Port Moorage Agreement transfers no rights or privileges in said agreement, nor does it guarantee transfer of the moorage agreement to a new owner. All transfers are subject to review of Port Commission.
- (D) Port Moorage Agreements shall be issued to a named owner or owners of a vessel or property and shall be valid only for a specific vessel.
- (E) Moorage spaces may be reassigned at the option of the Port if the orderly administration of the moorage facility so requires. Lessee may apply for reassignment; however, reassignment is not a right or privilege of the Port Moorage Agreement. If the owner/operator of the vessel does not consent to the reassignment, the Port Moorage Agreement shall automatically terminate, owner/operator shall remove the vessel from the assigned moorage space, and the owner/operator shall receive a refund of moorage on a pro-rata basis, less any payments due to the Port.
- (F) A Port Moorage Agreement may be canceled by a vessel or property owner/operator upon thirty (30) days written notice to the Port. Refund of Port Moorage Agreement consideration, if any, shall be the difference between the monthly charges for the period the moorage was canceled and the annual moorage charged.
- (G) Transfer of moorage location is allowed only as authorized by the Port Manager and/or his designee.
- (H) The Lessee may allow his moorage to be used by another owner/operator, however, the lessee may not collect a fee for this use. The Port must be notified by the lessee and the Port will collect a guest fee for the temporary use.
- (I) The Lessee is responsible for moving guest vessels occupying their leased slip through the Port will assist Lessees in contacting the guest owner/operator if known. The Port retains control of all slips when not actively being used by the Lessee and requires Lessees to inform the Port if their slip will be vacated for a period of more than one week and also to notify the Port at least three (3) days prior to their return so that the Port can attempt to have the slip emptied prior to the Lessee's return.

- (J) All boats moored in the Port must display a current State Registration or be currently federally documented, except for boats not required to be registered or documented under current State or Federal Law.
 - (K) Any person who has a signed Port Moorage Agreement with the Port, is expected to have the vessel identified in the Agreement moored in assigned slip at some point during each year (between 31 August and 1 July). A slip may not be left unoccupied by the assigned vessel for more than two years without prior written notice and approval by the Port. Any slip left unoccupied by the assigned vessel for more than two years is subject to termination of the Port Moorage Agreement, regardless of current payment status.
 - (L) All boats MUST be moored in the slip assigned as per the Port Moorage Agreement Moorage Agreement.
 - (M) Contact information provided to the Port by the Tenant shall be kept current at all times, including emergency contact information.
 - (N) All vessels moored at Port-managed facilities including piers, moorings, docks and wharves must be operable and seaworthy.
 - (1) If a vessel is determined by the Port Manager to potentially be not seaworthy or inoperable, the Port shall provide the owner of the vessel a 30-day written notice. The notice will either require the owner to prove the vessel is operable as defined in Part I of this ordinance, or it may require the owner to prove the vessel is seaworthy by obtaining the opinion of a qualified independent marine surveyor as to the seaworthiness of the vessel at the owner's expense.
 - (2) If the vessel owner fails to successfully respond to the notice within the 30-day period, the vessel owner will be granted an additional 90 days to make repairs for seaworthiness or to prove the vessel is operable as defined in Part I of this ordinance.
 - (3) If after this period of time the vessel cannot successfully complete the required repairs, the Port Moorage Agreement shall be terminated, and the vessel may be denied further use of Port-managed facilities.
3. **PORT CHARGES:** Charges for moorage, all other charges owing or to become owing under a contract between a vessel or property owner and the Port, or under this Ordinance, shall include, but not be limited to, costs and expenses, including attorney's fees, expenses incurred in salvage, termination, removal and/or sale of vessels or their appurtenances, tackle, apparel and furniture, or any part thereof.

(A) PAST DUE:

- (1) Any account which remains unpaid in whole or in part ten (10) days after invoice shall be considered past due and subject to collection procedures as established by Port ordinances and resolutions and subject to the collection laws of the State of Oregon.
- (2) Permanent moorage is due annually in advance of August 1st and delinquent August 10th at which time moorage shall be terminated effective immediately. Non-payment of moorage will result in forfeiture of permanent moorage status.
- (3) The Port may move the boat, or have the boat moved, to the guest dock. The vessel will be placed on guest status and charged the current daily guest rate.

(B) TERMS OF PAYMENT:

- (1) Moorage charges apply against vessels, their owners, agents or operators and are payable in advance. Invoices covering charges authorized by this Ordinance, as issued by the Port, are due and payable upon presentation and shall be considered delinquent if not paid within ten (10) days.
- (2) Payments are applied to the oldest outstanding invoice(s) first, even if otherwise noted on the payment.

(C) ATTORNEY'S FEES FOR COLLECTION AND OTHER COLLECTION COSTS AND EXPENSES:

- (1) The owner/operator and/or licensee of a vessel or property shall be liable for all collection costs and expenses, including attorney's fees. If owner/operator and/or lessee fail to pay charge when due, and if the Port brings suit for collection of a delinquent account, the prevailing party shall be paid by the other party actual attorney's fees incurred in such suit.
- (2) Any tenant three months past due will have their moorage/lease terminated and will be sent to collections. A finance charge of 40% of total amount due will be added to the account balance.
- (3) Additional provisions for collection costs and policies may be adopted by resolution.

(D) LATE CHARGE:

- (1) Payments not received by 4:30 p.m. on the 30th of each month will be assessed an 18% per annum fee. In the event the 30th falls on a weekend or Port-observed holiday, payments retrieved from the afterhours drop box

by 8:00 a.m. on the following business day, will be accepted without penalty. *Chronic late payments will not be tolerated (see Chronic Late Payments).*

- (2) An additional late fee, may be established by resolution and charged for open past due balances.

(E) SECURING OF VESSEL OR BUILDING:

- (1) Any tenant two months past due will have their vessel/building secured. The vessel/building will remain secured until payment is made in cash or cash equivalent. If payment is made by personal check, the vessel/building will remain secured until the check has cleared the bank.

(F) FORECLOSURE/AUCTION PROCEEDINGS:

- (1) Any tenant three months past due, the vessel/building secured, the tenant will be notified of commencement of foreclosure proceedings if account is not paid in full within 10 days of Certified Notice. The vessel/building will be auctioned, to satisfy Port charges, the following month. Attorney fees will be added to the account balance due. The tenant's lease/moorage will then be terminated.

(G) CHRONIC LATE PAYMENTS:

- (1) Tenants with three (3) late payments in a calendar year will have their lease amended for a probationary twenty-four (24) month period.
- (2) At the time lease is amended, tenant will pay the full account balance due and the current Annual Moorage/Guest/Lease rate. After the probationary period Tenant may go back to the month-to-month Moorage/Guest/Lease rate.
- (3) Tenants with an amended lease, who default by incurring one late payment after the 24-month Annual probation period, will have their moorage/lease terminated. The vessel/building, if available, will be secured, and the port will begin the foreclosure process.
- (4) Tenants with an amended lease, and currently in the eviction process, that would like to pay their account balance, will be notified that payment will not be accepted until a plan is provided, and approved, that details when and how the vessel/building will be removed from the leased space. Monthly charges, including late fees, will continue, and the eviction process will proceed, until all charges are paid in full. At time of payment, the vessel/building will be released for removal. Payments must be made in cash, cashier's check or money order.
- (5) Individuals wishing to return to the Port as tenants who, in a prior year, were

sent to collections, and those collections have been paid, will have to abide by rules 1 – 4 in their new lease.

(6) Individuals, wishing to return to the Port, that remain in collections or had an unpaid balance written off, shall not be permitted to rent or lease space from the Port until all prior balances, including direct costs of collection and interest (at the rate of 6%), are paid in full. The above rules 1 – 4 shall apply.

(H) If a vessel is sent to collections the agreement shall be terminated.

4. PORT MOORAGE AGREEMENT RELATIONSHIP: The Port is not, and shall not be responsible for, or liable for any loss of or damage to any vessel, vehicle or personal property located at or on any Port property or facility, nor shall the Port be responsible for or liable for any loss of or damage to any vessel, vehicle or personal property arising out of the use or operation of any port property, facility or equipment, nor shall the Port be responsible for or liable for any injury to any person arising out of the use or operation of any Port property, facility or equipment.

5. INDEMNITY: Any and all persons coming upon Port property or otherwise using any Port facility or equipment shall, as an express and unqualified condition of that presence or use, indemnify, protect, save and hold Port harmless from any and all claims, causes of actions, demands, and damages occasioned by or arising out of that use, presence or any negligent act or omission by the port, its officers, agents, employees, commissioners, representatives, permittees and/or licensees.

6. REMOVAL OF VESSELS FOR NON-PAYMENT OF CHARGES: When a vessel owner/operator fails to pay charges owing the Port, the Port may, solely at its option, take reasonable measures, including, but not limited to, the use of chains, ropes, and locks, or removal of a vessel, so that the vessel is in the possession and control of the Port and cannot be removed from the Port property.

(A) These procedures may be used if an owner/operator mooring a vessel at the Port fails, after being notified that charges are owing and of the owner/operators right to commence legal proceedings to contest that such charges are owing, to pay the Port charges owed or to commence legal proceedings to contest the charges. Notice shall be made by placing in the U.S. Mail a certified letter to the owner/operator at his last known address, and by posting a notice on the vessel. In case of a guest vessel or where no address was furnished by the owner, the Port need not give such notice prior to securing a vessel.

(B) The notice shall set forth the charges owing and shall state that the Port may terminate the moorage and seize the vessel or its appurtenances, tackle, apparel and furniture, if charges are not paid within ten (10) days, or legal proceedings are not commenced to contest charges.

(C) At the time of securing the vessel, an authorized Port employee shall attach to the vessel a notice which shall contain the following information:

- (1) The date and time the notice was attached;
- (2) A statement that if the account is not paid in full within ten (10) days of the time the notice is attached, the vessel and its appurtenances, tackle, apparel and furniture, or a part thereof, may be sold at public auction to satisfy the Port charges;
- (3) By posting with the Port a sufficient cash bond or other acceptable security to be held in trust by the Port pending written agreement of the parties with respect to payment by the vessel owner of the amount owing, or pending resolution of the matter of the Port charges in a civil action in a court of competent jurisdiction, the owner/operator has the right to commence legal proceedings to contest the securing of the vessel. After entry of judgment, including any appeals, in a court of competent jurisdiction, or after the parties reach agreement with respect to payment, the trust shall terminate and the Port shall receive so much of the bond or other security as is agreed or as is necessary to satisfy any judgment, costs, and interest as may be awarded to the Port. If personal or real property was pledged as security, it shall be executed upon in the manner provided by law.

(D) If a vessel has been secured and the owner/operator does not regain possession by the above methods, the Port may, at its sole option, elect to proceed with foreclosure of its lien.

7. REMOVAL OF HAZARDOUS VESSELS: A hazardous vessel may immediately and without notice be moved by the Port from the Port of Garibaldi and placed in storage or sold under the procedure described in Part II, Section 6 of this Ordinance. Notice shall, however, be given prior to moving a vessel or personal property whenever a non-emergency situation exists. All expenses and risk of loss or damage resulting shall be borne by the vessel owner/operator, as shall the costs of any salvage services rendered by the Port. In the event the vessel is moved to another moorage, the vessel owner shall, in addition, be liable to the Port for the prevailing moorage rate and other fees customarily charged at the facility to which the vessel is moved. In the event the vessel is removed from moorage and placed in dry storage, the vessel owner shall be liable for the prevailing storage rate. The vessel owner shall secure adequate insurance to protect his property while in dry storage. The Port will be named additional insured if the vessel is stored on port property.
8. REMOVAL OF ABANDONED VESSELS OR PERSONAL PROPERTY: Any vessel, its appurtenances, tackle, apparel and furniture, or personal property which has been abandoned will be tagged as abandoned property, giving the owner reasonable time to remove the property. The Port will then take

possession, remove, place in storage and/or sell the vessel. (Part II(6)) All costs incurred by Port will be the responsibility of the owner or agent for owner.

9. TERMINATION OF MOORAGE: Moorage of any vessel may be terminated upon ten (10) days written notice if the vessel or its owner/operator is in violation of the Port Moorage Agreement or any part of this Ordinance.

(A) Notice of termination of moorage shall be by personal delivery or by mailing a certified mail notice to the owner/operator at the last known address, and by posting a notice on the vessel. The notice shall state that moorage is being terminated, that the owner/operator has ten (10) days from the date of the notice to remove the vessel from the Port of Garibaldi and that the vessel will thereafter be removed and placed in storage by the Port at the owner's expense. Such remedy shall be in addition to any other enforcement procedures, including citation for violation of Port Ordinances and/or Resolutions.

(B) Upon correction of the violation(s) and payment of all costs and charges incurred by the vessel, reinstatement of moorage may be applied for and may be permitted by agreement with the Port of Garibaldi. If reinstatement of moorage is permitted, a second violation of Port Ordinances or Resolutions shall be cause for terminating moorage with no opportunity for reinstatement.

(C) Sale of vessel: A Port Moorage Agreement is personal to the applicant and cannot be assigned, sold, transferred or involuntarily seized, except a vessel owner may transfer title to a corporation in which the vessel owner shall own and maintain ownership of not less than 51% of the issued and outstanding stock. Upon transfer of title of the vessel, vessel owner shall notify the Port. The seller is required to notify the Port of sale and pay any moorage or other charges due at that time. The new owner must register with the Port and arrange for moorage (Part II, Moorage and Harbor Services, Item 2(C) - Port Moorage Agreements).

(D) If slip holder changes boats and the new boat does not fit properly in the slip, moorage will be terminated. It is the slip holder's responsibility to know the maximum slip size prior to changing vessels.

10. ASSIGNMENT OF VACANT MOORAGE SLIPS: The concept of the Annual Moorage Waiting List ("List") is to allow individuals interested in securing annual moorage ("Entrants") an opportunity to enter their name on a master list and allow those entrants that have waited the longest the first opportunity to obtain qualifying annual moorage. As vacant moorage is filled, entrants will rise on the waiting list. New entrants will be entered at the bottom of the list.

(A) Individuals may apply for placement on the list at any time. The Moorage Deposit ("Deposit") and Application Form ("Form") must be received prior to being considered as eligible for moorage consideration. Forms are available on-

line and at the Port office. To be placed on the list, an entrant's fines and/or fees must be paid to date.

- (B) No more than one vessel shall be identified on an individual form. Entrants will be placed on list in the order in which the forms are received. Form shall include the name, address, telephone number(s) and e-mail of the entrant, the vessel's name, home port, official number or state registration number, overall length, breadth and draft or if entrant does not currently own a vessel, the proposed dimensions of the vessel to be acquired. Based upon information on the form, staff will tentatively assign a dock to the vessel. Entrants are advised to verify the accuracy of vessel information since inaccurate information could jeopardize the entrant's position.
- (C) Entrants shall be billed annually in the Spring to keep their position on the list. Entrants failing to submit either the Renewal Fee ("Fee") or Renewal Form ("Form") by July 31st will be removed from list and forfeit their deposit. No consideration for previous involvement on list shall be allowed.
- (D) For determining position, staff shall date and time-stamp all forms. For forms received on the same day, mail forms shall be deemed to have been received first (prioritized by alphabetized (A-Z) last name. Forms hand-delivered or paid for by credit card shall be date and time-stamped upon receipt.
- (E) Entrants shall promptly notify staff of any changes in the information set forth on the form including vessel dimensions or contact information. Changes in vessel dimensions could result in a change of eligibility to an assigned dock.
- (F) A nonrefundable and non-interest-bearing Moorage Deposit shall be required to apply for placement on the list. The deposit shall be applied against the applicant's annual moorage payment upon Port receiving a fully executed Annual Moorage Agreement ("Agreement").
- (G) Upon the annual moorage renewal process being completed, staff will post available slips on August 10th. Slips shall be assigned according to vessel size and availability on August 11th to eligible entrants. If a slip is not available, then the entrant shall maintain his or her place on the waiting list and the next eligible entrant shall be similarly assigned. Slips shall be assigned by staff according to boat size and slip number available and at the option of the Port. (Ord. No. 15(II)(2)(E))
- (H) If staff determines that moorage is available for an entrant's identified boat, entrant is not required to sign an agreement. However, the entrant shall submit a Retainage Fee ("Fee") within 48-hours to retain entrant's position on the list, otherwise entrant's name shall be removed from list.
- (I) Staff will consult list and alert entrants with a strong possibility of obtaining a slip after July 31st. Notifications will be made by the port via phone and email. If no

response is received from entrant with-in 24 hours, a certified letter will be sent. Entrants must respond via phone or electronic communication within 5 days of staff contact effort or entrants' name will be removed from list. All successful entrants shall remit a signed agreement and full payment (minus deposit) before August 20th. Entrants are encouraged to pre-pay either the annual moorage payment or the retainage fee in advance of the due date. Entrants who fail to remit the agreement, payment or fee by due date will be removed from list and have their deposit forfeited.

- (J) Staff shall review upgrade forms submitted during annual renewal process before contacting entrants on waiting list. Most vacancies occur when moorage holders decide not to renew.
- (K) Entry on the list is for a specific individual and is only transferrable under the provisions in Ord. No. 15(II)(2)(C). Entry name and preferred boat size is considered public information and may be posted.
- (L) This policy does not apply to current moorage holders wishing to upgrade. Staff shall ensure that current moorage holders are upgraded before entrant list is consulted.

11. MOORAGE UPGRADES: Permanent slip holders may be eligible for a slip upgrade based on availability. The Port of Garibaldi is under no obligation to upgrade any vessel and makes no guarantees that upgrades will be available.

- (A) Port Moorage Agreements are for the slip holder's current vessel and are not transferable to a new vessel. In the event a slip holder buys a new vessel, the current lease agreement is canceled, and a new agreement will be required. If the new vessel is of an overall length and width that is within the size limits of the current slip, a new agreement may be entered into for the current slip. However, if the new vessel is larger than the current slip, the owner will be required to vacate the slip and place their name on the waiting list for a larger slip.
- (B) Slip holders who want an upgrade to larger slip or a different dock for their current vessel will be required to place their name on the waiting list for the desired dock. However, they may retain their current slip while on the waiting list, as long as they still own the vessel listed in their current Port Moorage Agreement.
- (C) Slip upgrades may be granted, based on availability, to current slip holders who desire to change slips on their current row of equal size to their current slip. Requests for upgrades must be submitted to the Port Office between July 1st and August 1st for the current year.
- (D) Upgrade Requests from a disabled person as outlined in ORS 801.387 and who are in position of a valid Dark Blue or Medium Blue Parking Placard issued by the

Oregon Driver and Motor Vehicle Services Division (DMV) will have first priority. A "Person with a Disability" is defined by ORS 801.387 as:

- (1) A person who has severely limited mobility because of paralysis or the loss of use of some or all of the person's legs or arms;
- (2) A person who is affected by loss of vision or substantial loss of visual acuity or visual field beyond correction; or
- (3) A person who has any other disability that prevents the person from walking without the use of an assistive device or that causes the person to be unable to walk more than 200 feet, including but not necessarily limited to: Chronic heart condition; Emphysema; Arthritis; Rheumatism; or Ulcerative colitis or related chronic bowel disorder.

(E) All other Upgrade Requests will be filed in order of receipt.

(F) Upgrade requests are only valid for the submitted. Slip holders who do not receive an upgrade will be required to refile a new request for future years.

12. DENIAL OF SERVICES

(A) The Port may deny moorage if said moorage would present a hazard to the safety of the Port or the general public.

(B) The Port may deny moorage facilities or other services or equipment to any person or vessel delinquent in the payment of any authorized fee or charge.

(C) The Port may deny services or equipment to any person or vessel if such services or use of such equipment would present a hazard to the safety of the port or to the general public.

(D) An owner/operator of a vessel shall remove the vessel from the harbor area and any Port facilities and may not cause, suffer or permit the vessel to be moored, tied or affixed to any harbor facilities in the Port after the Port has notified the owner/operator of the vessel that moorage or mooring facilities are denied.

(E) Notice of denial of the privilege to commence use of moorage, mooring facilities, services or equipment may be given by the Port Manager verbally or in writing, and shall be effective immediately.

(F) Verbal notice or written notice delivered to the owner/operator of a guest vessel relating to the termination of the privilege to use moorage or mooring facilities shall be effective twenty-four (24) hours after the time of delivery unless a later effective date is specified in writing.

(G) Written notice of denial of moorage or mooring facilities for a current tenant will be mailed to the address currently on file with the Port and will be posted in a

conspicuous place on the vessel. A written notice that is posted or mailed shall be effective at 4:30 p.m. on the 10th day following posting or mailing of such notice.

- (H) A person may appeal the denial of services under this section in writing to the Port and appear before the Port Commission and any regularly scheduled Commission Meeting.

PART III: FEES, RATES, CHARGES

1. Rates, fees, and charges shall be set by resolution of the Port of Garibaldi Commission.

PART IV: PUBLIC PIERS, WHARVES AND DOCKS

1. LOCATIONS.

(A) PIER'S END. Pier's End is located at the end of Bay Lane and provides access to the 1934 Coast Guard Boat House (1209 Bay Lane).

(B) 613 COMMERCIAL AVE. PIER: Pier located behind 613 Commercial Avenue.

(C) CARGO PIER. The Cargo Pier (often referred to as a "dock") is located near the U.S. Coast Guard Station helicopter landing pad.

(D) MOORAGE DOCKS. The Moorage Docks are located in various locations in the boat basin.

(E) PRIVATELY OWNED FACILITIES. Unless otherwise posted or acknowledged by the Port, the following facilities are privately owned or leased and are not considered public:

- (1) 611 Commercial Ave. Pier
- (2) 302 Mooring Basin Rd. Barge and Docks
- (3) Commercial Ave. Wharf
- (4) 500 S. Biak Ave. Wharf and Pier
- (5) 209 S. Sixth St. Docks

2. Rules and Policies. Unless otherwise indicated, all violations of port rules and policies are Class C violations. (ORS 153.012(3)). The Port Manager or Maintenance Supervisor is authorized to close the public piers, wharves and docks or portions thereof to public access at any time for the protection of property or for the health, safety or welfare of the public.

(A) PIER'S END:

- (1) Public use is prohibited from dusk to dawn.
- (2) Blocking walkway is prohibited.
- (3) Leaving unattended gear is prohibited.
- (4) Unattended or unleashed pets are prohibited.
- (5) Open flames on pier is prohibited.
- (6) Chopping on or marring on pier is prohibited.
- (7) Leaving garbage is prohibited.
- (8) Securing anything to chain link fence is prohibited.
- (9) Motorized and non-motorized recreational vehicles by permission only.
- (10) Other rules and regulations regarding Pier's End rules are outlined in Part XIII: "Specific Rules and Regulations" of this ordinance.

(B) 613 COMMERCIAL AVE. PIER:

- (1) Placing personal belongings or trash on the walkways is prohibited.
- (2) Unattended or unleashed pets are prohibited.
- (3) Open flames on pier is prohibited.
- (4) Chopping on or marring pier is prohibited.
- (5) Leaving garbage is prohibited.
- (6) Motorized and non-motorized recreational vehicles by permission only.
- (7) Other rules and regulations regarding Commercial Ave. Pier rules are outlined in Part XIII: "Specific Rules and Regulations" of this ordinance.

(C) CARGO PIER (DOCK):

- (1) Access to the Cargo Dock is by permission only to support commercial vessel economic activity.
- (2) Other rules and regulations regarding Cargo Pier rules are outlined in Part XIII: "Specific Rules and Regulations" of this ordinance.

(D) PORT DOCKS:

- (1) Port docks shall be open to the public daily from 5:00 a.m. to 10:00 p.m. It shall be unlawful for any person other than an authorized person, to enter or remain on the docks between 10:00 p.m. and 5:00 a.m.
- (2) No person on Port docks shall fail or refuse to provide valid identification, in order to verify lawful dock access, when requested by a peace officer or a Port employee.
- (3) Other rules and regulations regarding Port Dock rules are outlined in Part XIII: "Specific Rules and Regulations" of this ordinance.

PART V: COMMERCIAL RULES

1. Commercial docks are A-Dock, B-Dock, and CH-Dock. Commercial dock slips are only for seaworthy boats actively fishing commercially.

2. Commercial slips are transferrable upon sale of vessel to qualifying commercial boat owners. Current slip holder at time of boat sale has the first right to put another commercial boat of similar size in the slip providing it meets all commercial moorage criteria, and must notify Port of intent at time of sale.
3. All Commercial boats (slip holders, session pass holders, and guest moorage in excess of 30 days) must comply with the following prior to renewal of moorage:
 - (A) Boat must have a production record annually.
 - (B) Boat must be seaworthy, fully operational, safe, and able to move from the docks under its own power.
 - (C) Boat or owner must have a current commercial license or fishery permit and USCG certification documentation.
 - (D) Owner must carry insurance as required in Part X.
4. Moorage will not be renewed if vessels are in non-compliance. Port has the right to request verification and copies of permits and productions records.
5. If vessel is in non-compliance, in order to renew moorage, owner must submit a written plan to the Port that includes a compliance completion time line, not to exceed six months (see Part XIII: Specific Rules And Regulations – Item 10).

PART VI: SPORT DOCK RULES

1. Sport docks are G-Dock, E-Dock, C-Dock, D-Dock, and F-Dock.
2. Sport docks are for sport boats. Sport slips are not transferrable upon sale of the boat unless the exception provided for in Part II 2) C) is found to exist. If owner/operator fishes commercially on these docks, they are still on a sport dock and the slip is not transferrable upon sale of the boat.
3. Owner must carry insurance as required in Part X

PART VII: CHARTER RULES

1. Charter boats, including guide boats, operating in Garibaldi boat basin must along with other rules and regulations, comply with the following:
 - (A) With the exception of specified areas designated by leaseholder agreements, all passengers shall be loaded and unloaded at the designated Charter dock and

North boarding float. Leaseholders may facilitate with the loading and unloading of passengers only if their parcel includes floating docks.

- (B) Loading or unloading of any passengers on any of the public Port docks (Commercial, Sport or Guest) is prohibited. Loading or unloading of passengers at the Port's launch ramp is prohibited, except passengers may be loaded or unloaded on the North boarding float (the float on the northern-most side of the boat launch), provided that such loading or unloading does not exceed fifteen (15) minutes.
- (C) Any passenger carrying vessel certified by Oregon State Marine Board or U. S. Coast Guard must have a charter stall in the designated area with at 10' x 40' float which facilitates the loading and unloading of passengers.
- (D) Leaseholders facilitating or assisting charter/guide boats must provide proof of liability insurance in an amount of not less than \$2,000,000 per occurrence to the Port which shall cover the liability of loading and unloading of passengers and passenger operations.
- (E) All charter/guide boats and their operators shall be licensed by the State of Oregon and/or the U.S. Coast Guard (USCG). Each boat shall have the necessary safety equipment required by USCG and the required general liability insurance limits set by the Oregon State Marine Board.
- (F) All charter boats, including guide boats, must have a current valid Garibaldi City business license.
- (G) Owner must carry insurance as required in Part X

PART VIII: GUEST MOORAGE RULES

1. Moorage must be paid in advance, when billed, or before departing the harbor area. All payments must be made to the Port office, by mail, or in the guest-form aluminum lock boxes located at the top of all walkways and at the Port office.
2. The Guest Dock (T-Dock) and end ties are for Guest Vessels. All moorage slips are annually rented and previously assigned. To avoid penalties set by resolution and impoundment, guests shall not moor in a slip without prior authorization from the Port office.
3. Guest Vessels must have current insurance prior to mooring in the boat basin and provide proof of insurance when registering with the Port Office. Vessels mooring in the Port in excess of 30 days must comply with all the provisions of Part X

4. All docks must be kept clear. Vessel tie-up lines must be in good condition. Any personal property left on Port docks will be removed at owners' expense.
5. Animals will be kept on leash and held by the owner when on Port property. Owners are required to clean up their animals' waste and dispose of it in trash receptacles pursuant to port environmental policies. No animals will be tied to Port property at any time.
6. Rates are subject to change and are established by resolution of the Port Commission. Port reserves the right to place an additional surcharge on utilities upon utility rate increases.
7. Passes are available at the Port office at a rate prescribed by resolution and must be paid in advance. If not paid in advance, the guest rate remains at the daily rate. The guest by signing the Guest Vessel Mooring Agreement hereby understands that payment of a guest pass does not guarantee a slip in the harbor. Guest moorage is non-refundable.
8. Guest moorage is granted on a first-come, first-serve space available basis. Rafting of vessels may occur in busy seasons. Guest space is not reserved.
9. Guest vessels shall comply with all ordinances, resolutions, rules, regulations and policies governing the use of the Port of Garibaldi boat harbor, a copy of which shall be available for review in the Port office. Owners agree to waive all claims against the Port and to hold the Port harmless from any and all claims whatsoever arising out of movement by the Port of any vessel owned or operated by signer of a moorage agreement whether such movement is due to emergency, normal activity, or delinquent stall rental.
10. Failure to pay moorage constitutes breach of mooring agreement and registration. Such failure to pay becomes a lien against the vessel. The delinquent moorage will be turned over to a collection agency, and/or the vessel will be seized at which time the Port will take possession of the vessel and its gear to be sold or disposed of to satisfy Port charges. The owner/operator of a vessel shall be liable for all collection costs and expenses including attorney fees. A late charge set by resolution shall be charged for past due accounts.
11. The Guest Dock (G Dock) is reserved for non-homeport recreational boaters transiting the Oregon Coast or recreating in the local area. Stays on the Guest Dock (G Dock) are limited to a maximum 10-day/nights within a 30-day period. Exceptions to this Section may be granted on a case by case basis with written permission from the Port.

PART IX: FUELING OF VESSELS

1. In order to comply with Port insurance requirements, State of Oregon, and U.S. Coast Guard regulations, and to insure the general safety of the Port and its moorage and lease holders, compliance with the following regulations is mandatory:
 - (A) The fueling of vessels requiring 1,000 or more gallons of bulk commercial gas or diesel fuels will be allowed at the end of Commercial Street; however, vessel and distributor must carry the appropriate environmental protection liability insurance and comply with all environmental best practices.
 - (B) Fueling of vessels requiring 5,000 gallons of commercial bulk fuel will be allowed on the cargo dock; however, vessel and distributor must carry the appropriate hazard and environmental protection liability insurance and comply with all environmental best practices.
 - (C) Only licensed bulk fuel distributors who are licensed by the State of Oregon and approved by the U.S. Coast Guard for bulk fuel distributing will be allowed to dispense bulk commercial fuels in these two locations.
 - (D) All other boats (commercial or sport) will fuel at the designated fueling areas:
 - (1) Garibaldi Marina
 - (2) Garibaldi Landing/Fish People
 - (E) The fueling of boats and equipment or transfer of fuel on the Port docks is prohibited except in designated areas.
 - (F) Persons fueling without required licenses or U.S. Coast Guard authorization will lose their moorage rights and be removed from the Port of Garibaldi and its property.
 - (G) If fuel is obtained and distributed to owner 's vessel other than at local pumps, an environmental pollution hazard insurance policy must be in effect by vessel and owner must provide Port of Garibaldi with proof of said insurance.
 - (H) No person or company will be allowed to supply or distribute fuel on Port property until the Port has a copy of the person 's or company 's pollution policy with the Port endorsed as an additional insured. The policy must have over-water coverage.
 - (I) All vessels fueling into onboard tanks shall use absorbent pads to wipe up all fuel/oil spills and use an overflow prevention device on the fuel vent to guard against accidental spills
 - (J) Vessels shall only be fueled to 90% capacity to reduce the risk of fuel spilling and to allow for expansion in the tank.

- (K) No person shall fuel or cause to be fueled, a vehicle or watercraft on properties of the Port except at areas designated by the Fire Marshall and approved by the Port Authority for that purpose.
- (L) No person shall store or cause to be stored, any fuel for any vehicle or watercraft in or upon any vehicle or watercraft or upon the Port except in tanks or containers designated for that purpose, and in areas where such tanks or containers shall not come into contact with sparks or excess heat or other conditions which may cause it to ignite.
2. For insurance purposes, fuel is a petroleum product. Fueling, distributing, supplying, loading or unloading means:
- (A) The delivery of a petroleum product to a scheduled storage tank system: or
- (B) The dispensing of a petroleum product from a scheduled storage tank system to customers of the insured. Over water coverage cannot be excluded.
3. Only approved containers and portable tanks shall be used for storage and handling of flammable liquids. Underwriters Laboratory (UL) approved safety cans or Department of Transportation approved containers shall be used for the handling and use of flammable liquids in quantities of 5 gallons or less.

PART X: INSURANCE REQUIREMENT

1. All persons having boats moored at the Port must have a valid liability insurance policy as required by the State of Oregon which covers any liability risk not covered by the marine policy, and documentation satisfactory to Port showing proof of insurance coverage shall be presented to Port as in the case of marine insurance coverage. No moorage or mooring agreement is in effect without the required insurance.
2. All Boats mooring in the port (annual slip holders, season pass holders, and guest moorage) in excess of 30 days shall have the Port of Garibaldi named on the policy as additionally insured.
3. Vessels fueling other than at designated fueling areas must carry the appropriate environmental pollution hazard policy and proper insurance.
4. Moorage Insurance Certificate Limits will be set annually by the Port Commission via the Rate Resolution.

PART XI: TARIFFS

1. The tariffs and rates of charges for "Marine Tariff", "Tariff and Contracts", and "Maritime Law Audit" "menu of services" shall apply, as appropriate to boats, ships and vessels using Port's facilities, as said tariffs and charges are determined by ordinance and/or resolution of Port.

PART XII: CLAUSE PARAMOUNT

NOTICE to all persons using the Port of Garibaldi facilities:

CLAUSE PARAMOUNT CHOICE OF OREGON LAW AND FORUM

For all claims, demands, suits, actions and proceedings against the Port, of every kind and nature, including without limitation, those sounding in tort or for the breach of warranty, implied in fact or law (e.g. fitness for particular purpose, workmanlike performance, etc.), the Port shall be and remain a municipal "public body" and the laws of the state of Oregon, particularly ORS 30.260 et seq. shall be, without exception or limitation, binding and controlling law. Any and all suits, actions and proceedings of every kind and nature whatsoever, against the Port shall be filed and maintained in the Circuit Court of the State of Oregon for the County of Tillamook.

PART XIII: SPECIFIC RULES AND REGULATIONS

1. All vessels entering the Port area shall have a valid identification number permanently affixed to the hull and clearly visible from the outside. Coast Guard documented vessels must display Coast Guard documentation numbers and the name of the boat on the hull. Failure to have either may be cause of refusal of moorage.
2. All vessels shall be registered with the Port within two hours of arrival in the harbor. Registration forms are available at the Port Office and in boxes at the top of the ramps. Registration shall be in accordance with the rules and regulations listed under the Port Moorage Agreement section of this Ordinance.
3. Anyone visiting or using the Port areas does so at their own risk. The Port does not assume any responsibility for loss or damage to property or persons within the Port area.

- (A) Vessel owner/operator agrees to indemnify and save the Port harmless from any loss or damage to personal property by fire, theft, or from any cause whatsoever and to indemnify and save the Port harmless from any and all liability for injury to or death of any person or persons or loss or damage to any property caused or occasioned by or arising out of the use of said Port's facilities by the vessel owners, operators, agents, employees or guests.
4. The Port may deny the use of any of the facilities of the Port to any person who is not in compliance or shall refuse to comply with said rules and regulations. Any such person shall be subject to prosecution as a trespasser.
5. Vessels must be securely moored with adequate bow, stern, and spring lines. No cross-tying of vessels is allowed, except as authorized by the Port management.
6. Vessels are required to use fendering. The owner or operator of a vessel assigned moorage space may install standardized pre-molded rubber or vinyl bumpers of commercial manufacture and cleats as approved by the Port management. Dock-affixed fendering shall not include carpeting, rubber tires, fire hose or similar materials.
7. Electrical Service: Owner/Operator may connect to electrical at the Port facility location subject to the following:
- (A) The Port of Garibaldi specifically does not guarantee continuity of electric service to any vessel, the characteristics of any service that is provided, or the characteristics of the vessel service circuit breaker.
- (B) Use of electrical service shall be at owner/operator's own risk; Port shall not be liable for any damages caused or resulting from inadequate, excessive, or a surge in the electrical or amperage.
- (C) Owner/operator agrees to indemnify, defend and hold Port harmless from any claims or damages arising out of or resulting from owner/operators use of electrical service.
- (D) Owner/operator shall not draw more voltage or amperage than posted at the point of connect. (15 amps on sport docks and 30 amps on commercial docks. 240 volts on commercial docks only as pre-authorized by Port management.)
- (E) All electrical cords and wiring shall meet underwriter's approval for marine related electrical services. One cord per moorage.
- (F) No cords or wires shall be placed on the dock or fingers in such a manner to cause or contribute to damage or injury to facilities, property, or personnel of the Port or to third parties.

(G) Owner/operator shall pay to Port all utility charges upon the fee schedule in effect at the time, and the Port shall add such charges to moorage charges as utility charges to be paid in a manner provided. The Port Commission may initiate, change or govern these charges.

8. All vessels must carry on board U.S. Coast Guard approved and operable fire extinguishers.
9. No person on a vessel equipped with a toilet shall use or permit the use of such toilet on the waters controlled by the Port, unless the vessel is equipped with facilities in good operating condition adequate to treat, hold, incinerate, or otherwise handle sewage in such a manner that is capable of preventing water pollution. For the purposes of this section, an acceptable water pollution control device is one which has been approved by the State Board of Health, State of Oregon, and federal regulations.
10. Vessels moored in a Port facility must, at all times, be completely seaworthy, fully operational and ready for immediate cruising in local waters. Lack of seaworthiness may result in termination of slip and/or removal of the vessel, unless:
 - (A) Effecting Short-term [thirty (30) days or less] repairs that render the vessel inoperable; or
 - (B) Authorization has been obtained from the Port Manager to effect repair rendering the vessel inoperable longer than thirty (30) days. (See Part V - Commercial Rules.)

If a vessel is removed from a Port facility because it has been determined by the Port to be unseaworthy or inoperable, any costs incurred in said determination (i.e. marine survey, inspection costs) shall be borne by the vessel owner/operator.

11. The Port has the right, but not the obligation, to pump, tow, secure tie lines, board or move any vessel moored at the Port if such action is determined by the Port Manager and/or his designee to be necessary for the safety or protection of that vessel, vessels nearby, Port facilities, navigable waterways, or because the vessel is not in its assigned moorage location or has exceeded its authorized moorage time. All expense and risk of loss or damage resulting therefrom shall be borne by the vessel owner/operator, as shall the cost of any salvage services rendered by the Port, Coast Guard, or other environmental services.
12. The Port has the right, upon notification of vessel owner/operator if possible, to move any vessel moored at the Port if such movement will, in the opinion of the Port Authority, contribute to best utilization of the Port facilities. The cost of movement to improve Port facility utilization will be borne by the Port.
13. Any person utilizing Port properties shall obey all Port, Municipal, County, State and Federal regulations and laws, and generally accepted safety standards and

requirements to insure that person's actions or vessel do not become a hazard to any persons or other vessels, or persons, on Port facilities and Port properties.

14. Loud or boisterous conduct, sleeping, lewd or lascivious conduct, unnecessary blowing of horns, shall not be permitted in or about vehicles on the Port's premises. Boat owners/operators will not maintain anything that may be dangerous to life, limb or property or permit any objectionable noise or odor on his boat, boat harbor premises, or premises adjacent thereto, and will not create a nuisance or unnecessarily disturb any other boat owner, guest or lessee.
15. No one may sell, give or make available any alcoholic liquor to anyone who is visibly intoxicated. Use or possession of any alcoholic beverage(s) by any person under the age of 21 years of age is prohibited. Engaging in the use or being instrumental in the exchange of unlawful controlled substances on Port property is unlawful and shall be cause for immediate expulsion from Port facilities and immediate termination of Port Moorage Agreement.
16. Permanent live-aboards will not be allowed. Temporary live-aboards must have Port permission after 72 hours.
17. Vessel movement within the moorage area shall be in compliance with the posted speed limits, rules and regulations as determined by the Port Manager and/or his designee. A No Wake speed limit is determined to be in the best interest of the Port users.
18. No person shall throw, place, leave, deposit, or abandon, or cause or permit to be thrown, placed, left, deposited or abandoned, industrial waste, litter, or sewage on any Port properties or waters controlled by the Port, except in receptacles designated by the Port for the disposal of such materials or substances. The fact that proper receptacles are not furnished by the Port is not an excuse or defense.
 - (A) No person shall use refuse or waste containers provided by the Port for other than wastes, litter, or sewage generated on Port properties or waters controlled by the Port, except for those wastes, litter or sewage generated from a vessel's voyage.
 - (B) Vessel owners/operators shall be held personally liable for any and all costs associated with clean-up of wastes, litter or sewage generated on Port properties by their vessel, crew or guests.
19. No person may tap, connect, disconnect or interfere with any water outlet, water pipe, water connection, telephone equipment, TV cable, electrical outlet or electrical device maintained or operated by the Port without first obtaining the permission of the Port Maintenance Superintendent or Port Manager.
20. Grinding, scraping, and/or painting of bottom of hulls is prohibited. The scraping or applying of toxic paints over water area is prohibited.

21. Damage to Property:

- (A) Every person and every vessel responsible for any damage to any Port property of any kind or character under the jurisdiction the Port shall be held liable for and charged with the cost and expense of the replacement or repair of the property so damaged or destroyed. The expense of repairing said damage shall be charged against the person or vessel, or both, responsible therefor.
- (B) In the event any damage is done to any dock or premises, or other property, owned by the Port and in the possession or under the supervision, management or control of the Port, the person or persons causing, responsible for, or in any way connected with such damage, and the person or persons to whom the dock or premises, facility or other property may be assigned, or by whom it is being used, and the master, owner, operator, or agent of any vessel, vehicle, or other instrumentality in such damage, shall promptly give a full report thereof to the Port Manager or his designee, giving the date and hour the damage occurred, the names and addresses, or if unknown, a description of witnesses and other persons, vessels or instrumentalities involved in the damage, as well as all other pertinent facts and information that may be available. It shall be unlawful for any person to refuse, neglect or fail to make or give any such report in the form and manner aforesaid, and any such person who so refuses, neglects or fails, may be refused the use of any dock or other facility until the Port has been fully reimbursed for any such damage.
- (C) In the event that a dispute of damage between privately owned vessels occurs, the Port shall facilitate the exchange of insurance information as it was filed with the Port office upon request by any of the involved parties.

22. Commercial use of Port facilities is prohibited, including the sale of fish from vessels, unless a permit has been granted by the City of Garibaldi, Oregon Dept. Of Fish and Wildlife, and any other regulatory agencies, and must have Port approval. The requirements and conditions for such permits and licenses shall be as prescribed in separate instructions as prescribed from time to time by Resolution No. 131 of the Council Members of the City of Garibaldi. Seafood and seafood products sold off boats must be done from within moorage slips. To sell seafood products, seller must:

- (1) Satisfy all city rules and regulations.
- (2) Properly wrap fish.
- (3) Place signs and advertising on boat only.
- (4) Sell during daylight hours only.
- (5) Agree to hold Port harmless from any liability arising from sale of product.

23. No person shall clean, wash, or process fish or shell fish on any walkways, wharves, docks, barges or piers of the Port, except in facilities and equipment designated for that purpose by the Port. A fish cleaning station is located across from Lumberman's Park on the corner of Jerry Creasy Drive and 6th Street.
24. No person shall fish or crab from the walkway, wharves, docks, barges or piers of the Port. The current areas open for crabbing is at Garibaldi Marina at the bottom of the launch ramp, Pier's End on Bay Lane, turning off Hwy. 101 on 12th Street, and NEP dock located on the bay accessing at 613 Commercial Street.
25. Children under 12 years of age shall not be allowed on the Port docks unless supervised by a parent or responsible adult and wearing U.S. Coast Guard approved life jackets.
26. No cooking or open flames shall be allowed on the walkways, wharves, docks, barges, piers, or parking lots of the Port. BBQs, crab cooking, and open flames are authorized in designated area only.
27. No fireworks shall be allowed on the walkways, wharves, docks, barges or piers of the Port. In the event of fire occurring aboard any vessel in Port, the vessel owner/operator shall notify the Garibaldi Fire Dept. Port personnel will not board or attempt to control or fight the fire.
28. It shall be unlawful for any person to discharge firearms or BB Pellet compressed air guns on the walkways, wharves, floats, docks, barges, piers or properties of the Port or while moored to Port facilities.
29. Recreational swimming, surface and scuba diving from or near to Port docks, bicycling, skateboarding or use of motorcycles or any other wheeled vehicle unless said vehicle or device is necessary as a prosthetic device shall not be permitted on the Port docks.
30. Sandblasting, metal cutting, welding or paint over-spraying are prohibited on Port docks, wharves, roadways, and walkways. No person shall do any welding unless done by a person experienced in the art of welding, using equipment having minimum safety requirements and having in his possession a fire extinguisher of the kind approved by the U.S. Coast Guard for use on a commercial vessel.
31. All boat owners, operators, crew or guests using the Port area or its facilities for moorage or otherwise shall keep their boat and the pier or finger in the vicinity of his boat neat, clean, orderly, and shipshape.
 - (A) No gear, crab pots, materials, tackle, dock boxes, or other storage or debris shall be left on Port docks or other Port facilities, except as provided in this Ordinance and at the direction of the Port management.
 - (B) No gear lockers shall be allowed on Port docks.
32. Any person using Port facilities or equipment shall comply with any verbal or written signs or communicatives, and with administrative and operational policies

and procedures, issued or posted under the authority of the Port Manager or Port Commission.

33. Rowboats, skiffs, dinghies, rafts, nets, reels, and other items of equipment shall be stored only in areas designated by the Port Manager or his designee and each item shall bear an identifying mark as to the ownership of the property. Any items, equipment or gear left without proper storage arrangements will be in violation of the rules and subject to being abated as a nuisance (Section II, Item 8).

34. The Port reserves the right to inspect any of the rented or leased premises at any time. Failure to inspect shall not be deemed to create any responsibility upon the Port.

35. Net Repair: Nets may be repaired in designated parking lot areas on Port property.

(A) The Manager or his authorized agent must authorize and be notified upon arrival of any net to be repaired on Port facilities.

(B) Net repair space will be allotted on an as-available basis.

(C) The Port shall not be held liable for any loss or damage to nets being repaired on Port facilities.

36. Gear Repair:

(A) The Manager or his authorized agent must authorize and be notified upon arrival of any gear to be repaired on Port facilities.

(B) All gear being repaired on Port facilities must be marked with readily visible owner name, vessel name and documentation or registration number.

(C) Gear repair space will be allotted on an as-available basis.

(D) The Port shall not be held liable for any loss or damage to gear being repaired on Port facilities.

(E) Port reserves the right to charge a fee.

37. Lot Storage:

(A) No gear shall be left upon Port properties without the written permission of the Port office, except pursuant to a completed and accepted Port Moorage or Lease Agreement. The Port must be notified of the proposed storage prior to use of Port properties for storage.

(B) Short-term storage for working gear only (as defined by the Port) will be allowed. The Port reserves the right to assign location of gear storage and charge a storage fee.

(C) The resident fleet will be given priority on lot storage space.

- (D) Each item stored at Port facilities shall be marked with a tag containing the name and number of the vessel to which the gear belongs, the name and address of the registered owner and the name of the operator of the vessel. A single tag may be utilized for each group of crab pots or similar fishing gear if the tag specifies the number of crab pots or similar fishing gear included in the group.
- (E) Removal of fishing gear or crab pots must have owner approval (the owner may delegate, in writing, a representative, i.e. the skipper of the vessel).
- (F) The Port reserves the right to move stored property for better utilization of Port properties or to protect the property of others. The Port assumes no liability for loss or damage to stored property. The vessel owner is responsible for any and all additional charges incurred by impoundment or removal.
- (G) Unidentified gear shall be deemed abandoned and may immediately and without notice be moved, and may be placed in storage or sold. Impounded gear may be redeemed by:
- (1) Presenting proof of ownership; and
 - (2) Payment of all fees or making arrangement with the Port for payment of all fees in the manner provided in Part II, Item 6 of this Ordinance.
- (H) It is the owner's responsibility to insure and maintain insurance on items placed in storage by the Port of Garibaldi.
- (I) The dumpster located in the storage lot is part of the Port's partnership the National Fish and Wildlife Foundation's Fishing for Energy program. It's is for the sole purpose of recycling commercial fishing gear and not the disposal of trash. Anyone disposing of non-authorized trash may be cited under applicable City of Garibaldi Code. The Fishing for Energy Bin Program acceptable gear list includes:
- (1) ACCEPTABLE
 - (a) Nets (nylon, polypropylene, monofilament) - as dry as possible with organic debris removed
 - (b) Fishing gear rigging (trawl dragger cookies, cans, chain, buoys)
 - (c) Line (nylon, Polypropylene)- as tightly coiled as possible
 - (d) Traps/Pots (wood, vinyl coated wire) – crushed with bricks removed
 - (2) UNACCEPTABLE
 - (a) Rollers and ground cables (can be placed by the bin and removed as needed)
 - (b) Non-Gear (boat parts, engines, hazardous materials)

(c) Trash

38. Parking/Traffic: Parking shall be for Port patrons only.

- (A) There shall be no public parking except in areas so designated by the Port of Garibaldi.
- (B) No person shall stop, park, or permit to remain, a motor vehicle on the walkway.
- (C) No person shall stop, park, or permit to remain, a motor vehicle in front of any launch ramp, walkway, or turnaround of the Port of Garibaldi.
- (D) No person shall stop, park, or permit to remain, a motor vehicle in fire lanes, the gear storage area, or any other area where parking is prohibited.
- (E) Long-term parking (more than three (3) days) of a vehicle shall be by permission of Port management only and shall be in a designated parking area. A parking pass may be required and issued by the Port and a fee may be charged.
- (F) Boats are not allowed in long-term parking. Travel trailers may not be parked at any time on Port properties, except in designated areas. Boat trailers may be parked at Port of Garibaldi in designated areas only after permission has been obtained from the Port. Trailer must have tag identifying owner, address, and phone number.
- (G) No person shall stay overnight in any vehicle, boat, recreational trailer, camper or other vehicle while said vehicle is parked on Port property.
- (H) Operation of a motor vehicle on Port properties in excess of the posted speed limit or in a manner which creates a hazard to motor or foot traffic or property is prohibited.
- (I) Any vehicle parked in violation of these regulations is subject to a citation from Garibaldi Police Dept., to impoundment, and may be towed from Port properties and stored at the owner's risk and expense thereof .in the manner provided by City, County, and State regulations. Abandoned vehicles or watercraft shall be disposed of as provided by Part II, Item 8 of this Ordinance. The Port assumes no liability for loss or damage to vehicles parked on Port properties.
- (J) Vehicle or vessel disassembling and maintenance is prohibited on Port properties.

39. No animal shall be allowed on Port properties or on Port docks unless said animal is on a leash, held and controlled by the owner.

- (A) Animals shall not be allowed on the docks except to go directly to or from a boat and must be on a leash held and controlled by the owner. No animal shall be tied

to any portion of the Port docks or properties. Animal control is subject to City of Garibaldi Resolution No. 124.

(B) No person having control of any animal on Port facilities shall allow waste or droppings of that animal to remain on any wharf, dock, barge, pier or walkway of the Port. Animal waste or droppings shall be immediately removed and placed in the nearest waste receptacle.

(C) The Manager or his designated employees shall be authorized to contact local law enforcement agencies to impound any animal in violation of City of Garibaldi Resolution 124.

40. Regulation of Signs: No person may write or post any written or printed matter in any place on Port of Garibaldi properties in public areas without permission of the Port.

41. Peddling Prohibited: It shall be unlawful for any person to peddle or sell any goods, wares or merchandise upon the docks, roadways or other lands under the jurisdiction of the Port without having permission from Port Manager and subject to City of Garibaldi Resolution No. 131 providing for licensing and regulation of solicitors, hawkers, and peddlers. Fish may be sold from boats providing you meet the necessary State licenses and permits have been obtained.

42. Willful Damage to Property: It shall be unlawful for any person to willfully or carelessly destroy, damage, disturb, deface, or interfere with any buoy, float, life preserver, sign, notice, or any other municipal property whatsoever under the jurisdiction of the Port.

43. Registering Additional Boats: Owner may register a second boat if the second boat is the same size or smaller than the boat assigned to the slip. However, owner may only have one boat in the water at a time. If two boats registered to the same slip are in the water at the same time, a guest fee will be charged to the second boat. All boats registered in a slip must be owned by the slip holder, with vessel title in the slip holder's name.

44. All moorage holder information is subject to public disclosure laws.

45. Enforcement:

(A) The Port Manager and/or his designees shall enforce these regulations. The Port Manager may request persons violating these regulations to leave the Port areas and/or obtain the assistance of law officers to protect property, lives or preserve the peace. The Port Manager may interpret the reasonable intent of these regulations to carry out the purposes of these regulations. If a vessel, the owner of which has been notified to remove the vessel from the Port area, is not removed immediately, it may be impounded by the Port Manager, and may be removed by a private contractor, charges for which will be assessed against the vessel and/or its owner.

(B) The Port employees may be deputized to enforce this Ordinance or any other or any subsequent ordinance, resolution, or motion of the Commission of the Port of Garibaldi, in accordance with ORS 777.190. Ordinances, resolutions, rules

and regulations, and motions of the Port shall be enforced by any peace officer of the State of Oregon, County of Tillamook, or City of Garibaldi.

PART XIV: ENVIRONMENTAL BEST MANAGEMENT PRACTICES

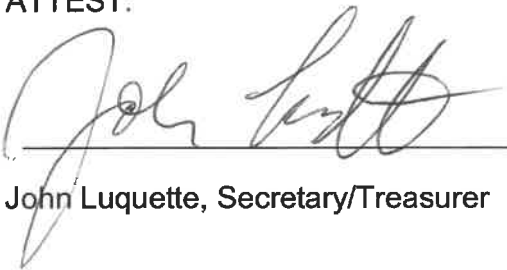
1. The Port of Garibaldi shall establish policies by resolution to protect and improve water quality by promoting environmentally sensitive practices within the boat basin. Every attempt should be made to achieve Oregon Clean Marina (or other similar program) status by implementing policies that eliminates or reduces the input of polluting materials into the environment.

This Ordinance providing the rules and regulations for the control and management of the harbor properties and facilities of the Port of Garibaldi is hereby by adopted as amended by the Port of Garibaldi Board of Commissioners this 10th day of July 2019.



Val Folkema, President

ATTEST:



John Luquette, Secretary/Treasurer

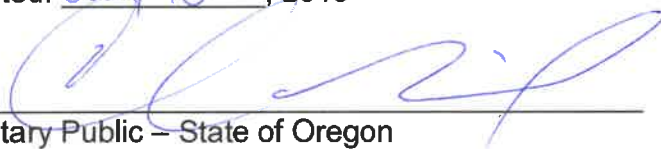
CERTIFICATE
Attestation of a Copy of a Document

State of OREGON)

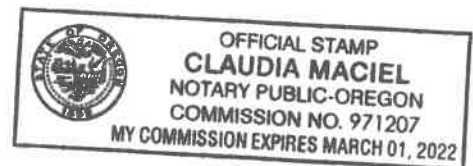
County of Tillamook)

I certify that this is a true and correct copy of a document in the possession of Port of Garibaldi.

Dated: July 10, 2019



Notary Public – State of Oregon



Section 1. Penalties. The violations identified in Port policies were created by
~~Ordinance and are punishable by a fine, but does not include a term of imprisonment.~~

ORS 153.008(1)(c))

Section 2. Venue. Actions to impose penalties shall be brought in the name of the Tillamook County Justice Court having jurisdiction of violations under state laws. (ORS 153.036(2)(a))

Section 3. Enforcement. Any peace officer may enforce an ordinance adopted under ORS 198.510 to 198.600 by:

- (A) Issuing the person charged with such violation, a summons and complaint to appear in Justice Court to answer such complaint, and/or;
- (B) Expelling the person or persons from the premises.