

ORDINANCE NO. 277

AN ORDINANCE AMENDING ORDINANCE NO. 217, REGULATING MOORAGE AT FACILITIES OWNED AND OPERATED BY THE CITY OF COOS BAY

The City of Coos Bay ordains as follows:

Section 1. Section 2, Definitions, is hereby amended to include the following definition:

Harbormaster: The person designated by the City to administer the provisions of this ordinance.

Section 2. Section 3, Registration and Moorage Agreements, Subsections (2), (3), (4), (5) and (9) are hereby amended to read as follows:

Section 3. Registration and Moorage Agreements

(2) Registration.

(a) Time for Registration. All vessels must be registered with the City within twelve hours after arrival at the facility. Registration may be made with the Business Office of the City or with the Harbormaster. If the time within which to register is after regular business hours, or if the Harbormaster is not on duty, a registration form shall be completed and deposited in the drop-box located at the facility. Payment of the fee for the initial term of moorage and any other required fees or charges shall be made at the time of registration.

(b) Information and Authorization Required. At the time of registration, the Owner shall provide the owner/operator's name, residence and mailing address, telephone number, proof of ownership, current and valid documentation and registration, current billing information, and anticipated length of moorage. If the person making the registration is an operator only, owner authorization for moorage shall be made available upon request.

(c) Notice of Vessel Condition. At the time of registration, the owner/operator of the vessel shall provide notice of the physical condition of the vessel, including any structural limitations which could result in damage to the vessel if the vessel is towed or placed in dry dock. Notice of the physical condition of the vessel shall be updated from time to time when the condition of the vessel changes.

(3) Moorage Agreements.

(a) Requirements. No vessel shall be moored at the facility for more than twelve hours without the owner/operator entering into a Moorage Agreement with the City, according to the terms and conditions as set forth in the agreement.

(b) Period. A Moorage Agreement shall be either transient moorage, short-term moorage, or long-term moorage and shall be limited to the dates specified in the agreement. A "transient moorage" shall be any moorage exceeding twelve hours, but less than one week. A short-term moorage shall be a moorage for a period exceeding seven consecutive calendar days, but less than thirty consecutive calendar days. A long-term moorage shall be any moorage for a period longer than thirty consecutive calendar days.

(c) Space Assignment. Each vessel shall be assigned a dock space, which shall be the exclusive location where the vessel may be moored under the Moorage Agreement.

(4) Live-Aboard Permits.

(a) Any owner/operator may apply for a live-aboard permit, which shall be in addition to the Moorage Agreement and may be renewed annually. No live-aboard permit shall be granted unless the owner/operator can demonstrate to the satisfaction of the City compliance with all terms and conditions of this Ordinance and any state or federal laws and regulations, including, but not limited to environmental regulations. Any live-aboard permit may be immediately revoked if the City determines the vessel or its owner/operator is in violation of any provision of this Ordinance.

(b) No owner/operator shall use or permit, or suffer another to sleep overnight, prepare food, or conduct any other activity normally connected with temporary or permanent lodging in any vessel moored at the facility without first obtaining a live-aboard permit.

(5) Renewal. A short-term and long-term Moorage Agreement may be renewed upon application to the City, and subject to the moorage rates and any generally applicable terms and conditions of Moorage Agreements in effect as of the time of renewal. Application for renewal shall be made no later than the end of the last day specified as the period of the Moorage Agreement. If the Moorage Agreement has not been renewed according to this ordinance, the moorage fee shall be assessed at the transient rate. No Moorage Agreement shall be renewed unless all conditions for the initial issuance of the Moorage Agreement are still being met, and all fees and charges are paid in full.

(9) Cancellation. A short-term or long-term Moorage Agreement may be cancelled by the owner/operator upon ten days' written notice to the City, which shall provide an address where the owner/operator can be reached after the termination of the Moorage Agreement for return of any refund as hereinafter provided. Upon cancellation, the owner/operator shall be entitled to reimbursement, which shall be the difference between

the short-term or long-term rate, and the transient rate which would have been charged to the owner/operator for the dates of actual use of the facility had the Moorage Agreement been a transient moorage.

Section 3: Section 4, Fees and Charges, Subsection (1) is hereby amended to read as follows:

Section 4. Fees and Charges.

(1) **Establishment.** Moorage rates, fees and other charges shall be established by resolution of the City Council, and may be reviewed by the City Council from time to time and raised or lowered as deemed appropriate.

Section 4. Section 19, Enforcement is hereby amended to read as follows:

Section 19. Enforcement.

(a) **Failure to Enter into Moorage Agreement.** Any owner or operator who fails to enter into a Moorage Agreement within the time required by Section 3 of the Ordinance shall be issued a citation, which shall carry a fine of \$100.00. Each and every day that the owner or operator fails to enter into a moorage agreement shall be a separate and distinct violation, and, in addition to other remedies provided by this ordinance or other law, for which the owner or operator shall be assessed additional fines of \$100.00 per day.

(b) **Other Violations.** Violation of any other provision of this Ordinance shall be grounds for immediate termination of any Moorage Agreement, permit or license and shall be subject to a civil penalty not to exceed \$500.00 per violation. Each day a violation persists after written notice has been provided to the offender shall constitute a separate and distinct violation.

(c) **Revocation of Moorage License and Impoundment.**

(1) Any vessel in violation of any provisions of this Ordinance may, at the sole risk and expense of the owner/operator of the vessel, have its moorage agreement revoked and, if necessary, be moved or impounded, and any charge or expense for moving or storing the vessel shall create a lien thereon for such expense.

(2) The owner shall be notified of the revocation, removal or impoundment, as the case may be, by personal service or first class mail to the address listed on the moorage agreement. The owner shall be given an opportunity for a hearing before the City Council at the earliest opportunity to determine whether revocation, removal, or impoundment, as the case may be, was just and proper.

Section 5. Severability. The sections and subsections of this ordinance are severable. A determination by a court of competent jurisdiction that a particular section, subsection or provision is invalid shall in no way affect the validity of the remaining sections, subsections or provisions.

Section 6. Emergency. The City Council of the City of Coos Bay finds that the health, safety and welfare of the City of Coos Bay requires this ordinance to have immediate effect. Therefore, the City Council hereby declares the existence of an emergency and this ordinance shall be in full force and effect from the time of its passage and approval.

The foregoing ordinance was enacted by the City Council of the City of Coos Bay this 7th day of September, 1999, by the following vote:

Yes: Mayor Verger and Councilors Joe Benetti, Jeff McKeown, Cindi Miller, Don Spangler and Kevin Stufflebean

No: None

Absent: Councilor Judy Weeks

Joanne Verger
Mayor of the City of Coos Bay
Coos County, Oregon

ATTEST:

Joyce Jansen
Deputy Recorder of the City of Coos Bay
Coos County, Oregon