



PORT OF BANDON

P.O. BOX 206 • BANDON, OR 97411 • (541) 347-3206 • FAX (541) 347-4645

ORDINANCE NO. 2018-01

AN ORDINANCE CONSOLIDATING, UPDATING, REVISING, REPEALING AND REPLACING ALL PRIOR LAW ENACTED BY THE PORT OF BANDON

BE IT ORDAINED AND ENACTED BY THE BOARD OF COMMISSIONERS OF THE PORT OF BANDON, OREGON, as follows:

Chapter 1. Introductory Issues

1.0 Repeal of Former Ordinances

Effective October 25, 2018, the Port of Bandon repeals any and all Ordinances passed prior to 2018. The repealed Ordinances shall have neither force nor effect. The repealed Ordinances shall, in their entirety, be superseded.

1.1 Adoption of Replacement Ordinances

Effective October 25, 2018, the Port of Bandon adopts, pursuant to the procedures found in ORS 198.510 through ORS 198.570, this Port Ordinance, dated October 25, 2018.

1.2 Publication of Ordinances

The Ordinances of the Port of Bandon shall be available in the Port office. A true and current copy of these Ordinances shall also be posted on the Port of Bandon website. In the event of a conflict between the paper version and the web version, the paper version controls.

1.3 Conflict with Oregon Revised Statutes

The intent of these Ordinance is to address issues specific to the Port of Bandon. They are not intended to be comprehensive. These Ordinances supplement Oregon law. In the event of a conflict with Oregon law, Oregon law shall control.

1.4 Future Amendments of Ordinances

Future Commissions may, from time to time, adopt, amend or repeal specific ordinances. The procedure for adopting, amending or repealing a specific ordinance shall be ORS 198.510 through 198.570. In the event of an addition, an amendment or a repeal, the Commission shall adopt the specific Ordinance noting the date of the amendment or repeal of the specific section with a notation such as "Amended, 5/2019."

1.5 Passage of Resolutions

The commission may adopt by resolution changes to specific items contained in these Ordinances by a majority vote of the commission. Those specific items are indicated herein.

1.6 Choice of Law

In the event of litigation to resolve a dispute arising under these ordinances, suit shall be filed in the Circuit Court for the State of Oregon, County of Coos. The court shall apply Oregon law.

Chapter 2. Doing Businesses with the Port of Bandon

2.0 Business Prohibited on Port Property Without Permission of the Port Manager

No person may conduct business on Port property without permission of the Port Manager.

2.1 Rental and Lease of Real Property

Any person, including any corporation or LLC, wishing to rent or lease Port property is required to enter into a rental or lease agreement with the Port.

2.2 Prospective Tenant Credit Checks

The Port will run a credit check on each prospective tenant.

2.3 Insurance

Each residential tenant will maintain renter's insurance and provide the certificate of insurance to the Port Manager annually. Each non-residential tenant will maintain liability insurance naming the Port as an "additional insured" and provide certificate of liability insurance to the Port Manager annually.

2.4 Old Market Place Farmers' Market

Any vendor wishing to participate in the Farmers' Market must submit an application and sign a Rental Agreement with the Port of Bandon. Agreements are available at the Port office.

2.5 Charter Businesses

All charter companies doing business at the Port of Bandon must have a moorage agreement, updated annually, and must comply with the requirements of ORS 830.410 to 465, provide proof of a current license, current inspection (if applicable) and vessel insurance to the Port office.

2.7 Fish Landing Fees

Any seafood products landed on port facilities by any licensed commercial fishermen and/or transferred to any licensed commercial buyer shall pay the Port of Bandon the enacted fee of 2%. The fee shall be paid quarterly or bi-annually and is due upon receipt of billing by the port office.

2.8 Signage

No signage is allowed on Port property without permission of the Port Manager or a designated employee.

Chapter 3. Vessels and Moorage

3.0 Requirement for Moorage Agreement

Every vessel moored at the Port of Bandon Boat Basin in excess of twelve (12) hours shall sign a Moorage agreement with the Port of Bandon. The Port of Bandon Moorage Agreement is hereby adopted as Appendix 1. The moorage agreement may be amended through Resolution adopted by the Port Commission. The terms of the moorage agreement are imputed to every vessel, owner and guest whether the agreement is signed, expired, or voided for non-payment while the vessel remains anchored, moored or parked on Port of Bandon property.

3.1 Transient Vessels

Transient vessels are permitted to temporarily moor for no more than twelve hours. For moorage longer than twelve hours, the vessel owner shall sign a moorage agreement. Upon signing a moorage agreement, a slip shall be assigned and paid for, in advance. During non-office hours, holidays and weekends, vessel masters shall contact the Port Office after hours number to make moorage arrangements.

3.2 Vessels in Distress

Vessels in distress may take moorage in any available slip and must immediately notify the Port Office of the vessel's situation and location. Distressed vessels must also, as

soon as practical, comply with all state and federal environmental laws. A distressed vessel taking refuge within the Port of Bandon Boat Basin or launch ramp area agrees to be responsible for any and all damage to the Port's facilities and to indemnify the Port against any harm it causes.

3.3 Requirements for Moorage

- A. Every vessel must be currently registered or documented.
- B. Every vessel must carry marine insurance, including pollution and salvage coverage.
- C. Every vessel must carry safety equipment as mandated by the U.S. Coast Guard and be seaworthy.
- D. Every vessel must sign a moorage agreement and pre-pay for allotted time.
- E. Original documents or copies of moorage agreement, declaration page of current insurance, licenses, permits, and registration shall be on file before slip assignments are given.

3.4 Moorage Rates

Moorage rates are subject to the Slip Rate Chart ("SRC") hereby adopted as Appendix 2. The rate chart may be amended through Resolution adopted by the Port Commission.

3.5 Abandoned and Derelict Vessels

Abandoned and derelict vessels shall be treated according to the requirements found in ORS 830.908 to 830.948.

Chapter 4. Port Property

4.0 Boat Ramp Fees

Currently, there is no fee to use the boat launch or Port parking areas. Any future adjustments to boat launch or parking fees as well as penalties for failure to make payment may be made and amended through resolutions of the Commission.

4.1 Overnight Parking

No vehicle or trailers may remain in the Port parking lots overnight, except for vehicles in parking spaces leased to Port tenants.

4.2 Non-Authorized Parking in Designated Area

Vehicles parked in leased parking spaces without the permission of the owner may be subject to tow at the discretion of the lessor of the spot or the Port Manager or the Port Manager's designee.

4.4 Parking in Non-Authorized Parking Area

A vehicle parked in an area designated “no parking” or parking of limited duration is subject to tow at the discretion of the Port Manager or Harbormaster and at the expense and risk of the owner. Port assumes no responsibility for damages or cost associated with towing.

4.5 Camping on Port Property

Overnight camping on Port property is prohibited except in areas designated by resolution of the Port Commission.

Chapter 5. Conduct on Port Property

5.1 Disruptive Behaviors

The Port will not tolerate disruptive and/or illegal conduct on Port property. In order to protect the public, Port staff and Port property, persons exhibiting disruptive behavior or illegal conduct on Port property will be reported to a Peace Officer.

5.2 Injuries

Any person injured on Port property shall, as soon as practical, alert the Port office that an injury has occurred on port property. Port staff will inquire as to the nature of the injuries, how the injuries were suffered, the location, witness and all contact information.

5.3 Lost and Found

Any property found on the port without an identifiable owner shall be considered lost. Lost property will be kept in the port office and tagged with the location where the object was found and the date it was brought to the office. After sixty days, port staff may, at their discretion, either destroy the property, bring the property to a charitable organization, or deposit the lost property with the Oregon Department of Administrative Services, Unclaimed Property section.

5.4 Pets

Pets are not permitted off leash on Port property. Pet owners are strictly liable for all damages and injuries caused by their pets to port guests, employees and property.

5.5 Pet Waste

Dog owners will remove and dispose of their pet’s waste in an appropriate receptacle immediately. Repeated failures to remove animal waste will result in exclusion from Port property first, then secondly, civil action against the owner.

5.6 Trash

All trash waste shall be deposited in the appropriate trash receptacle. In no event shall trash be disposed of in to the river, boat basin, or launch ramp area.

5.7 Disposal of Biologic Waste

Waste from the fish cleaning station shall be deposited in the appropriate receptacle. Only Port staff and designated entities may deposit biologic waste in to the river or ocean in accordance with Oregon Department of Environmental Quality permit allowances.

5.8 Kids Don't Float

Every child under the age of 12 shall both wear a life vest while on the docks, pier or in the marina and be accompanied by an adult at all times.

5.9 Wildlife

Wildlife shall not be fed, handled, or harassed.

5.10 Unattended Crab Pots Prohibited

Crab pots left unattended on port property may be confiscated by the Port. Unattended crab pots tied to moored vessels that pose a navigational hazard may also be confiscated by the Port.

Chapter 6. Penalties

6.0 Damage to Port Property

In the event of damage to Port property, the port may bring a civil suit to recover for the replacement value for the loss. In the event suit is filed, the prevailing party shall be entitled to attorney fees and costs.

6.1 Peace Officers

This ordinance may be enforced by any peace officer of the State of Oregon, County of Coos, City of Bandon or Port of Bandon.

Chapter 7. Miscellaneous

7.0 Protection of Privacy

The personal information of customers and tenants of the Port of Bandon shall remain confidential, and shall not be subject to public records request, per ORS 192.

7.1 Intellectual Property

The Port owns copyright and trademarked materials. These materials may not be used without the prior written permission of the Port Manager.

7.2 Consent to Photograph

Any visitor to the Port of Bandon is deemed to have given their consent to be photographed for security and promotional purposes without limitation. Visitors may opt out of appearing in promotional materials by calling the Port office prior to their port visit.

7.3 Ownership of Arts and Crafts

From time to time, the Port hosts or sponsors events at which participants create arts and crafts. Unless otherwise specified or agreed, the arts and crafts will become the property of the port.

7.4 Non-Liability of Port

The Port shall not be liable for items left or lost on Port property.

First Reading in Full: September 27, 2018

Second Reading in Full: October 25, 2018

Passed and enacted: October 25, 2018

Reg Pullen
Commission President

ATTEST:

Wayne Butler
Commission Secretary/Treasurer

APPENDIX 1

**Port of Bandon
390 First Street SW
PO Box 206
Bandon, OR 97411
(541) 347-3206**



**Harbor Master: (541) 260-1055
After hours: (541) 290-9855
Emergency: 911
Fax: (541) 347-4645
moorage@portofbandon.com**

MOORAGE APPLICATON

Slip: _____

Date: _____

Licensee

<i>Full name</i>			
<i>Mailing Address/Street address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
<i>Cell Number</i>	<i>Work Number</i>	<i>Email address</i>	
<i>Driver's license</i>	<i>Emergency local contact (boat care)</i>	<i>Emergency local contact phone</i>	
<i>Name of family member</i>	<i>Phone number</i>		

Vessel

<i>Boat Name (if applicable)</i>	<i>Manufacturer</i>	<i>State Registration #'s</i>
<i>Length overall (LOA)</i>	<i>Draft</i>	<i>Beam (if over 30 ft. (LOA))</i>
<i>Insurance Carrier</i>	<i>Policy number</i>	<i>Policy expiration date</i>
<i>Marine Insurance agent</i>	<i>Agent's phone number</i>	
<i>Check appropriate choice: (Copies of current licenses for Comm.)</i> <i>Commercial: ___</i> <i>Recreational: ___</i>	<i>Circle all that apply:</i> <i>Gas Diesel</i> <i>Outboard Inboard</i> <i>Sail</i>	

Office Use Only

<i>Term of moorage (circle)</i> <i>Daily Weekly Monthly Annual</i>	<i>Start Date</i>	<i>End Date (f limited duration)</i>
<i>Cash Credit Check</i>	<i>Check Number</i>	<i>Amount Received</i>
<i>Payment terms</i>		

I have read and agree to be bound to the Moorage License Agreement and Rules of Moorage Conduct.

Dated _____

Licensee

APPENDIX 1
RULES OF MOORAGE CONDUCT

1. Kids Don't Float

All children under 12 years of age must, at all times, be accompanied by an adult and wear a life vest while on the docks or on a vessel.

2. Electrical cords

Only marine UL approved electrical cords with secured receptacles are permitted. All household extension and non-conforming electrical cords will be disconnected, confiscated and held for the owner in the Harbormaster's office.

3. Battery chargers

Only marine grade battery chargers are permitted. Car battery chargers are not permitted and will be disconnected, confiscated and held for the owner in the Harbormaster's office.

4. No storage of empty boat trailers or overnight camping on port property.

Empty boat trailers detached from your vehicle may not be left anywhere on Port property.

5. Walkways and fingers shall remain obstacle and crab-pot free

The dock area and the area surrounding slips may not be used as storage space even temporarily. Power cords and lines must be neatly and safely coiled. Crab-pots may not be left unattended anywhere in the marina.

6. No attachments to docks

Any attachments to docks, including nails, screws or bolts, are prohibited.

7. Waste, Sewage, Bilge Water, Wood Chips or Sanding Dust Prohibited in Water

No materials may be disposed of in the waters of the boat basin. Work on boats must comply with the Best Management Practices. (See, attached) Sandblasting, sanding, welding and fiber glassing are prohibited in the boat basin.

8. Oil Spills

Any and all oil spills shall be reported to the appropriate authorities as required by Federal law and to the Harbormaster as soon as practical. Detergents are not permitted as a dispersant. Absorbent materials are available in the port office at no cost.

9. Disorderly Conduct

Drunken, rude and other disorderly conduct will not be tolerated within the boat basin by tenants and their guests. Repeated offensive conduct may result in the termination of moorage agreements and an exclusion from Port property.

10. Boat Safely and Enjoy Our Port

We hope you enjoy our facilities. Have a great time fishing and crabbing on the Coquille River.

APPENDIX 1

MOORAGE LICENSE AGREEMENT Terms and Conditions

License: The Port of Bandon ("Port") grants to Licensee a license for moorage of the designated vessel ("Vessel") in the assigned moorage space in the Port of Bandon Boat Basin subject to the terms and conditions of this Agreement.

Moorage Fees: Licensee agrees to pay to Port moorage fees per the terms indicated on the application page of this agreement. Moorage fees are due upon signing. **Moorage fees are non-refundable in whole or in part for daily, weekly, monthly and semiannual payments. Annual moorage (with a 30-day notice) will be refunded on a pro-rated basis at monthly rates.** Fees are calculated based on vessel length as determined by a measurement made by the Harbormaster. The measured length will comprise of the hull length and any extensions to include, but not limited to, outboard motors, swim platforms, davits, bow sprit, boom, rudder, or any other component fitted to the vessel extending beyond the stem forward or the stern transom aft.

Electrical Base Rate: Use of electrical services is at Licensee's own risk. The Port supplies free of charge sufficient electricity to power one 100-watt bulb 24 hours a day to each moorage tenant. Any electrical usage above that allotment is billed at cost to Licensee. Excess electrical use is to be prepaid on semi-annual and annual moorage. Excess usage requires written permission from the Harbor Master.

Moorage Terms: All moorage fees, including renewals, are paid in advance. A minimum late charge of \$25 will apply to accounts over 10 days past due. Annual or semiannual payments not renewed prior to due date revert to monthly rates until cancelled by the Port for nonpayment. Monthly rates not paid prior to the due date revert to daily rate until paid or cancelled by the Port. After 30 days of non-payment, Licensee shall be in default.

Vessel Insurance: Every vessel moored under this Agreement shall be insured under a maritime insurance policy. Said policy will carry general liability limits, contain provisions for salvage/wreck removal and oil spill pollution coverage. Licensee shall provide a "declaration page" to Port annually, or as otherwise requested by Port staff.

Boat Registration: All boats moored under this Agreement shall be currently documented under the laws of the United States or registered under the laws of the State of Oregon (or any other state or province.)

Condition of Vessel: Licensee shall maintain his/her vessel in a seaworthy condition at all times while moored under this Agreement. "Seaworthy" means the vessel is capable of putting to sea under its own power with all crucial ship functions performing properly and with all U.S. Coast Guard mandated safety equipment. Port reserves the right to require that vessels put to sea to demonstrate seaworthiness as often and in whatever manner Port sees fit.

Live Aboards Prohibited: No person shall live aboard a vessel moored under this Agreement. A "live aboard" is any person who sleeps on his or her vessel more than 3 nights per week or 10 nights per month. Licensee shall not use, consider or represent vessel as a primary residence.
Initial: _____

Port's Rights: The Port reserves the right to temporarily re locate vessel at the discretion of the Port Manager (or Harbormaster) to any slip in the boat basin in the event of an emergency or to

APPENDIX 1

accommodate dock maintenance or repairs without first giving Licensee notice. In the event Port desires to re locate vessel to accommodate another licensee, Port shall give Licensee five (5) days' notice. The Port further reserves the right to board the vessel at any time to conduct a welfare check of the occupant or the vessel. In the event an Act of Nature prevents Port from fulfilling its obligations under the terms of this agreement, Port may terminate or modify this agreement at its sole discretion.

Non-Liability of Port: The Port and Licensee agree that Port is not responsible for any damage done to Licensee's vessel, property thereon, to Licensee personally or to Licensee's guests by any cause. Port shall not be liable to Licensee or guests for Acts of Nature, vandalism or the criminal or negligent conduct of others. Port shall not be liable for any damage to Licensee, or Licensee's vessel or guests, under any legal theory in any court, for its negligence or the negligence of its commissioners, employees, agents or contractors regardless of cause.

Indemnification: Licensee agrees to indemnify Port for any and all harm caused by Licensee, and Licensee's agents or guests, and to Port property or personnel. This indemnification clause covers any damages arising to Port out of Licensee's conduct, including breach of criminal, environmental or maritime laws.

Licensee's Breach of Agreement:

Non-payment of Moorage Fees: Licensee shall be considered in breach of agreement upon default. After sixty (60) days in default, the subject vessel will be considered non-authorized and the Port may apply the remedies found in ORS 830.908 to ORS 830.948.

Failure to carry insurance: Upon failure to provide proof of insurance to Port, this Agreement shall be terminated, and the Vessel immediately removed by Licensee from the Port of Bandon boat basin. In the event Licensee refuses to remove the vessel, the subject vessel will be considered non-authorized and the Port may apply the remedies found in ORS 830.908 to ORS 830.948.

Non-seaworthy vessel: Upon failure to demonstrate the vessel is seaworthy, or upon a determination by the Port that the vessel is derelict, the Port may apply the remedies found in ORS 830.908 to ORS 830.948.

Violation of Live Aboard Policy: Repeated violations of the live aboard policy will subject Licensee to be considered non-authorized and terminate moorage agreement.

"AS IS": Port makes no representation regarding the availability of moorage, use or disuse of water and power or the condition of slips, docks or marina equipment. All moorage is licensed "as is."

Miscellaneous: This license is nontransferable and non-assignable. *Only licensee's vessel is permitted in the assigned slip.* New owners of vessel shall sign a new Agreement. In the event of litigation arising under the Agreement, suit shall be filed in the Coos County state court. Oregon law shall apply.

Adopted:

PORT OF BANDON

MOORAGE RATES (Effective 7/1/18)

NO LIVEABORDS

Length	Daily	Weekly	Monthly	6 Months	Annual
20	\$13	\$63	\$71	\$407	\$574
21	\$14	\$67	\$74	\$428	\$603
22	\$14	\$70	\$78	\$448	\$631
23	\$15	\$73	\$81	\$469	\$660
24	\$16	\$76	\$85	\$489	\$689
25	\$16	\$79	\$88	\$509	\$717
26	\$17	\$84	\$93	\$531	\$747
27	\$18	\$87	\$97	\$551	\$776
28	\$18	\$90	\$100	\$572	\$805
29	\$19	\$93	\$104	\$592	\$834
30	\$20	\$97	\$108	\$613	\$862
31	\$20	\$102	\$112	\$635	\$893
32	\$21	\$105	\$116	\$655	\$922
33	\$22	\$108	\$120	\$676	\$950
34	\$22	\$111	\$124	\$696	\$979
35	\$23	\$115	\$127	\$717	\$1,008
36	\$24	\$120	\$133	\$739	\$1,039
37	\$24	\$123	\$137	\$760	\$1,067
38	\$25	\$126	\$140	\$780	\$1,097
39	\$26	\$130	\$144	\$801	\$1,126
40	\$26	\$133	\$147	\$821	\$1,154
41	\$27	\$141	\$154	\$844	\$1,185
42	\$28	\$144	\$157	\$864	\$1,214
43	\$28	\$147	\$161	\$885	\$1,243
44	\$29	\$151	\$165	\$905	\$1,272
45	\$30	\$154	\$169	\$926	\$1,301
46	\$30	\$163	\$175	\$947	\$1,332
47	\$31	\$166	\$179	\$967	\$1,361
48	\$31	\$170	\$182	\$988	\$1,390
49	\$32	\$173	\$186	\$1,008	\$1,419
50	\$33	\$177	\$190	\$1,029	\$1,448
51	\$33	\$185	\$197	\$1,052	\$1,480
52	\$34	\$189	\$201	\$1,073	\$1,509
53	\$35	\$193	\$205	\$1,093	\$1,538
54	\$35	\$196	\$209	\$1,114	\$1,567
55	\$36	\$200	\$212	\$1,135	\$1,596
56	\$37	\$208	\$218	\$1,161	\$1,628
57	\$37	\$211	\$222	\$1,182	\$1,657
58	\$38	\$215	\$226	\$1,203	\$1,686
59	\$39	\$219	\$230	\$1,223	\$1,716
60	\$39	\$222	\$234	\$1,247	\$1,745

Length	Daily	Weekly	Monthly	6 Months	Annual
61	42	\$228	\$241	\$1,271	\$1,778
62	43	\$232	\$245	\$1,292	\$1,807
63	44	\$236	\$249	\$1,313	\$1,836
64	45	\$239	\$253	\$1,334	\$1,866
65	46	\$243	\$257	\$1,358	\$1,895
66	47	\$250	\$264	\$1,385	\$1,928
67	48	\$254	\$268	\$1,406	\$1,957
68	50	\$258	\$272	\$1,427	\$1,986
69	52	\$262	\$276	\$1,448	\$2,016
70	55	\$265	\$280	\$1,477	\$2,045
71	57	\$273	\$288	\$1,505	\$2,078
72	59	\$277	\$292	\$1,526	\$2,107
73	61	\$280	\$296	\$1,547	\$2,136
74	63	\$284	\$300	\$1,576	\$2,165
75	66	\$288	\$304	\$1,605	\$2,195
76	68	\$300	\$313	\$1,627	\$2,224
77	70	\$304	\$317	\$1,648	\$2,257
78	72	\$308	\$321	\$1,677	\$2,286
79	74	\$312	\$325	\$1,699	\$2,316
80	87	\$316	\$330	\$1,733	\$2,345
81	89	\$328	\$337	\$1,755	\$2,379
82	90	\$332	\$341	\$1,776	\$2,408
83	91	\$336	\$346	\$1,798	\$2,437
84	92	\$340	\$350	\$1,820	\$2,467
85	93	\$348	\$355	\$1,885	\$2,496
86	94	\$353	\$363	\$1,907	\$2,530
87	95	\$357	\$367	\$1,929	\$2,559
88	96	\$361	\$372	\$1,951	\$2,589
89	97	\$365	\$377	\$1,974	\$2,618
90	98	\$369	\$381	\$1,996	\$2,648
91	99	\$382	\$389	\$2,018	\$2,682
92	101				
93	102				
94	103				
95	104				
96	105				
97	106				
98	107				
99	108				
100	109				
101	110				

